



**NOTICE OF  
SPECIAL MEETING OF THE TOWN COUNCIL  
HICKORY CREEK TOWN HALL  
1075 RONALD REAGAN AVENUE, HICKORY CREEK, TEXAS 75065  
MONDAY, SEPTEMBER 16, 2019, 6:00 PM**

**AGENDA**

**Call to Order**

**Roll Call**

**Pledge of Allegiance to the U.S. And Texas Flags**

**Invocation**

**Proclamations**

1. September 2019 as "Live United Month"

**Items of Community Interest**

Pursuant to Texas Government Code Section 551.0415 the Town Council may report on the following: expressions of thanks, congratulations, or condolence; an honorary or salutary recognition of an individual; a reminder about an upcoming event organized or sponsored by the governing body; and announcements involving an imminent threat to the public health and safety of people in the municipality or county that has arisen after the posting of the agenda.

**Public Comment**

This item allows the public an opportunity to address the Town Council. To comply with the provisions of the Open Meetings Act, the Town Council cannot discuss or take action on items brought before them not posted on the agenda. Please complete a request if you wish to address the Town Council. Comments will be limited to three minutes. Open Forum is for information only. No charges and/or complaints will be heard against any elected official, the Town, or employee of the Town that are prohibited by law.

**Consent Agenda**

Items on the Consent Agenda are considered to be self-explanatory and will be enacted with one motion. No separate discussion of these items will occur unless so requested by at least one member of the Town Council.

2. August 2019 Council Meeting Minutes

- [3.](#) August 2019 Financial Statements
- [4.](#) Consider and act on permit application submitted by WalMart, 1035 Hickory Creek Blvd, Hickory Creek, Texas, for temporary storage containers for seasonal merchandise.
5. Consider and act on approving the calculation of cost adjustments pursuant to the agreement for solid waste services between the Town of Hickory Creek and Republic Services.
- [6.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby setting regular meeting dates and times of town boards, commissions, and council.
- [7.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Town Administrator of the Town of Hickory Creek, Texas to execute an interlocal cooperation agreement for police mutual aid by and between the Town of Hickory Creek, the City of Lake Dallas, and the City of Corinth.
- [8.](#) Consider and act on an ordinance of the Town Council of the Town of Hickory Creek Hickory Creek, Texas, amending the Town's Code of Ordinances, Chapter 1: General Provisions: Article 1.01 Code of Ordinances.
- [9.](#) Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending the Town's Code of Ordinances, Chapter 1: General Provisions: Article 1.11 Town Council Meetings.

### **Regular Agenda**

10. Presentation from Dunaway regarding the Parks, Recreation and Open Space Master Plan.
- [11.](#) Interviews for various boards and commissions.
12. Consider and act on appointments to various boards and commissions.
- [13.](#) Conduct a public hearing regarding the voluntary annexation of a 35.580 acre tract or tracts of land situated in the M.E.P. & P.R.R. Co. Survey, Abstract No. 915, Denton County, Texas, and consider and act on an ordinance adopting the same.
14. Conduct the first public hearing regarding the annexation of a 3.086 acre tract of land owned by the Town of Hickory Creek and situated in the M.E.P. & P.R.R. Co. Survey, Abstract 915, Denton County, Texas.
15. Conduct the second public hearing regarding the annexation of a 3.086 acre tract of land owned by the Town of Hickory Creek and situated in the M.E.P. & P.R.R. Co. Survey, Abstract 915, Denton County, Texas.
- [16.](#) Consider and act on a final plat of the Prat Meadow Addition, 5.020 acres situated in the J. Ramsey Survey, A-1075, Town of Hickory Creek, Denton County, Texas. The property is located in the 100 block of S. Hook Street.

17. Consider and act on a final plat of the Lyons-Freese Addition, 4.302 acres situated in the J.W. Simmons Survey, Abstract No. 1163, Town of Hickory Creek, Denton County, Texas. The property is located in the 1200 block of Turbeville Road.
18. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek ratifying the property tax revenue increase reflected in the fiscal year 2019-2020 budget.
19. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, accepting the 2019 Certified Tax Roll for the Town of Hickory Creek; approving the 2019 Ad Valorem Tax Rate and levying 0.330402 on each one hundred dollars of assessed valuation of all taxable property within the corporate limits of the Town for the fiscal year beginning October 1, 2019 and ending September 30, 2020.
20. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending the Town's Code of Ordinances, Chapter 1: General Provisions: Article 1.07 Boards and Commissions.
21. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement for Body Worn and In Car Cameras and related services with Utility Associates, Inc.
22. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an application for financing for Body Worn and In Car Cameras and related services with LCA, Inc.
23. Discussion regarding town council goals for 2019-2020 to include infrastructure projects.

### **Adjournment**

The Town Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Government Code, Chapter 551.

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to the meeting. Please contact Town Hall at 940-497-2528 or by fax 940-497-3531 so that appropriate arrangements can be made.

I, Kristi Rogers, Town Secretary, for the Town of Hickory Creek certify that this meeting notice was posted on the bulletin board at Town Hall, 1075 Ronald Reagan Avenue, Hickory Creek, Texas on Friday, September 13, 2019 at 10:30 a.m.

A handwritten signature in black ink, appearing to read "Kristi Rogers", written over a horizontal line.

Kristi Rogers, Town Secretary  
Town of Hickory Creek

# Proclamation

by the

## Mayor of the Town of Hickory Creek, Texas

- WHEREAS,** since 1953, United Way of Denton County empowers donors, volunteers, businesses governments, nonprofits, and community groups to invest in neighbors for a better Denton County Community; and
- WHEREAS,** United Way of Denton County lives “UNITED 4 Denton County” to help children and families succeed, to guide and serve Veterans and their families, to advocate for overall mental health, and to make homelessness rare, brief and nonrecurring; and
- WHEREAS,** United Way of Denton County works with a network of nonprofits across Denton County to improve the quality of life for the most vulnerable among us; and
- WHEREAS,** United Way of Denton County seeks to increase efficiencies and eliminate redundancies to better meet people’s needs through collaborative programs to solve complex socioeconomic problems; and
- WHEREAS,** United Way of Denton County continues to improve and transform lives across Denton County.

**NOW, THEREFORE,** I, Lynn C. Clark, Mayor of the Town of Hickory Creek, Texas, do hereby proclaim September 2019 to be “**LIVE UNITED MONTH**” in the Town of Hickory Creek, and join United Way of Denton County board, donors, volunteers and partners in calling on all residents to LIVE UNITED.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the official seal of the Town of Hickory Creek, Texas to be affixed this the 16th day of September, 2019

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Lynn C. Clark, Mayor

ATTEST:

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Kristi K. Rogers, Town Secretary

**Item Attachment Documents:**

2. August 2019 Council Meeting Minutes

**REGULAR MEETING OF THE TOWN COUNCIL  
HICKORY CREEK TOWN HALL  
1075 RONALD REAGAN, HICKORY CREEK, TEXAS  
TUESDAY, AUGUST 20, 2019**

**MINUTES**

**Call to Order**

Mayor Clark called the meeting to order at 6:30 p.m.

**Roll Call**

The following members were present:

Mayor Lynn Clark departed at 9:00 p.m.

Councilmember Richard DuPree

Councilmember Chris Gordon

Mayor Pro Tem Paul Kenney

Councilmember Ian Theodore

The following member was absent:

Councilmember Tracee Elrod

Also in attendance:

John M. Smith, Jr., Town Administrator

Kristi K. Rogers, Town Secretary

Carey Dunn, Chief of Police

Lance Vanzant, Town Attorney

**Pledge of Allegiance to the U.S. And Texas Flags**

Mayor Clark led the Pledge of Allegiance to the U.S. and Texas Flags.

**Invocation**

Councilmember Theodore gave the invocation.

**Items of Community Interest**

The Parks and Recreation Board will host an Arbor Day Celebration on November 9, 2019 from 10:00 a.m. until 12:00 p.m. at town hall.

Dunaway presented the results from the citizens survey for the Parks, Recreation and Open Space Master Plan to the steering committee on August 14, 2019. A total of 289 surveys were submitted. The top ten results from the citizen survey include; trails along the lake, trails connected throughout town, trails connected to neighboring communities, dog park, expanded amenities along the lake, sandy beach area, fishing pier, playgrounds, additional lighting in the parks and open spaces with natural areas.

## **Town Council Meeting Minutes**

**August 20, 2019**

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### **Public Comment**

Cass Braccolino, 109 Wild Oak Lane, thanked the town council for their work on the budget year after year. She inquired how many employees are in the public works department and are all available to work on roads. She suggested the water truck watering landscaping throughout town utilize water flushed from fire hydrants when L.C.U.M.A. performs maintenance. She prefers the town not place banners on street lights due to cost and distraction to drivers.

### **Consent Agenda**

1. July 2019 Council Meeting Minutes
2. July 2019 Financial Statements
3. Consider and act on acceptance of rates from Dearborn National for town employee life, short term disability and long term disability coverage for Fiscal Year 2019-2020, increasing the life benefit from \$50,000 to 2x employee salary with a maximum of \$200,000.
4. Consider and act on acceptance of rates from Dental Select for town employee dental coverage for Fiscal Year 2019-2020. Total annual cost to town for Fiscal Year 2019-2020 is \$6,182.40.
5. Consider and act on acceptance of rates from EyeMed for town employee vision coverage for Fiscal Year 2019-2020. Vision coverage is voluntary. No cost to town.
6. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby ratifying an agreement between the Town of Hickory Creek and Blake Newsome concerning sponsorship for training and education to obtain professional certification from the Texas Commission on Law Enforcement.
7. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas approving an amendment to the Second Amended and Restated Performance Agreement by and between the Hickory Creek Economic Development Corporation and Hard Sun V, Inc. a Texas corporation.
8. Consider and act on a resolution designating the Denton Record Chronicle as the official newspaper for the Town of Hickory Creek, Texas.
9. Consider and act on an amendment to the Town of Hickory Creek Personnel Policy Manual, Section 2.5; Working Hours/Attendance; Town Administration Office Hours; 7:00 a.m. until 11:00 a.m. on Friday.
10. Consider and act on an amendment to the Town of Hickory Creek Personnel Policy Manual, Section 9.1; Holidays; adding Columbus Day as an observed holiday.
11. Consider and act on a resolution authorizing the Mayor of the Town of Hickory Creek, Texas to execute an interlocal agreement by and between the Town of Hickory Creek and Span, Inc. for transportation services.

## **Town Council Meeting Minutes**

**August 20, 2019**

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Motion made by Mayor Pro Tem Kenney to approve consent agenda items with the exception of item 9 and 10 as presented, Seconded by Councilmember DuPree.

Voting Yea: Councilmember DuPree, Councilmember Gordon, Mayor Pro Tem Kenney, Councilmember Theodore. Motion passed unanimously.

Motion made by Councilmember Theodore to approve consent agenda item 9, Seconded by Councilmember Gordon.

Voting Yea: Councilmember DuPree, Councilmember Gordon, Mayor Pro Tem Kenney, Councilmember Theodore. Motion passed unanimously.

Motion made by Councilmember Kenney to approve consent agenda item 10, Seconded by Councilmember DuPree.

Voting Yea: Councilmember DuPree, Councilmember Gordon, Mayor Pro Tem Kenney, Councilmember Theodore. Motion passed unanimously.

### **Regular Agenda**

12. Consider and act on a final plat for Hickory Farms, 24.277 acres, situated in the H.H. Swisher Survey, Abstract No.1220, Town of Hickory Creek, Denton County, Texas.

Kirby Jones, Petitt & Associates, answered questions from the town council.

Motion made by Councilmember Gordon to approve a final plat for Hickory Farms, 24.277 acres as presented, Seconded by Mayor Pro Tem Kenney.

Voting Yea: Councilmember DuPree, Councilmember Gordon, Mayor Pro Tem Kenney, Councilmember Theodore. Motion passed unanimously.

13. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, to accept a petition for voluntary annexation of 35.580 acres of land situated in the M.E.P. & P.R.R. Co. Survey, Abstract No. 915, Denton County, Texas and being a portion of the tract described in deed to Lennon II Family Partnership by deed recorded in Document No. 96-002656, Deed Records, Denton County, Texas, a portion of the tract described in deed to Lennon II Family Partnership by deed recorded in Document 96-0042657, Deed Records, Denton County, Texas.

Motion made by Councilmember Gordon, to approve a resolution of the Town Council of the Town of Hickory Creek, Texas, to accept a petition for voluntary annexation of 35.580 acres as presented, Seconded by Councilmember Theodore.

Voting Yea: Councilmember DuPree, Councilmember Gordon, Mayor Pro Tem Kenney, Councilmember Theodore. Motion passed unanimously.

14. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, setting a date, time and place for a public hearing of the voluntary annexation of a 35.580 acre tract or tracts of land situated in the M.E.P. & P.R.R. Co. Survey, Abstract No. 915, Denton County, Texas and being a portion of the tract described in deed to Lennon II Family Partnership by deed recorded in Document No. 96-002656, Deed Records, Denton County, Texas, a portion of the tract described in deed to Lennon II Family Partnership by deed recorded in Document 96-0042657, Deed Records, Denton County, Texas, by the Town of Hickory Creek, Texas and authorizing and directing the Mayor to publish notice of said public hearing and providing an effective date.



## **Town Council Meeting Minutes**

**August 20, 2019**

**Page 4**

Motion made by Councilmember Gordon to approve a resolution of the Town Council of the Town of Hickory Creek Texas, setting the date of September 16, 2019 at 6:00 p.m. at town hall for the public hearing for the voluntary annexation of a 35.580 acre tract or tracts of land. Seconded by Councilmember Theodore.

Voting Yea: Councilmember DuPree, Councilmember Gordon, Mayor Pro Tem Kenney, Councilmember Theodore. Motion passed unanimously.

15. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, setting a date, time and place for public hearings of the annexation of a 3.086 acre tract of land owned by the Town of Hickory Creek and situated in the M.E.P. & P.R.R. Co. Survey, Abstract No. 915, Denton County, Texas and authorizing and directing the Mayor to publish notice of said public hearings and providing an effective date.

Motion made by Councilmember Theodore to approve a resolution of the Town Council of the Town of Hickory Creek, Texas setting the date of September 16, 2019 at 6:00 for the first public hearing and 6:05 p.m. for the second public hearing at town hall for the annexation of a 3.086 acre tract of land owned by the Town of Hickory Creek, Seconded by Councilmember Gordon.

Voting Yea: Councilmember DuPree, Councilmember Gordon, Mayor Pro Tem Kenney, Councilmember Theodore. Motion passed unanimously.

16. Discussion regarding meeting time and day for Board of Adjustments, Parks and Recreation Board, Planning and Zoning Commission and Town Council.

The town council discussed meeting times and days recommended by town staff. All meetings with the exception of the Board of Adjustments would begin at 6:00 p.m. Parks and Recreation would meet on the 3<sup>rd</sup> Monday of the month, Planning & Zoning and Board of Adjustments would meet on the 3<sup>rd</sup> Tuesday of the month, and the Town Council would meet on the 4<sup>th</sup> Monday of the month. In order to receive feedback of the potential change, an email will be sent to board and commission members.

### **Executive Session**

The Town Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as well as the following matters below, as authorized by the Texas Local Government Code, Chapter 551.

The Town Council convened into executive session at 7:06 p.m.

### **Section 551.074**

Personnel matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee.

17. Review of individual employees' performance.

### **Reconvene into Open Session**

The Town council reconvened into open session at 9:06 p.m.

## **Town Council Meeting Minutes**

**August 20, 2019**

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18. Discussion and possible action regarding matters discussed in executive session.

Motion made by Councilmember Theodore to take action as discussed in executive session regarding personnel matters, Seconded by Councilmember Gordon.

Voting Yea: Councilmember DuPree, Councilmember Gordon, Mayor Pro Tem Kenney, Councilmember Theodore. Motion passed unanimously.

### **Addendum**

19. Consider and act on a Certificate of Completion for the Turbeville-Point Vista Road Reconstruction.

Motion made by Councilmember Gordon to approve a Certificate of Completion for the Turbeville -Point Vista Road Reconstruction Phase 2 by McMahon Contracting, L.P., Seconded by Councilmember DuPree.

Voting Yea: Councilmember DuPree, Councilmember Gordon, Mayor Pro Tem Kenney, Councilmember Theodore. Motion passed unanimously.

### **Adjournment**

Motion made by Mayor Pro Tem Kenney to adjourn the meeting, Seconded by Councilmember Gordon.

Voting Yea: Councilmember DuPree, Councilmember Gordon, Mayor Pro Tem Kenney, Councilmember Theodore. Motion passed unanimously.

The meeting did then stand adjourned at 9:09 p.m.

Approved:

Attest:

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Lynn C. Clark, Mayor  
Town of Hickory Creek, Texas

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Kristi K. Rogers, Town Secretary  
Town of Hickory Creek, Texas

**Item Attachment Documents:**

3. August 2019 Financial Statements

Town of Hickory Creek  
**Balance Sheet**  
As of August 31, 2019

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	<u>Aug 31, 19</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
BOA - Animal Shelter Fund	18,860.07
BOA - Drug Forfeiture	1,949.31
BOA - Drug Seizure	1,352.68
BOA - General Fund	243,530.78
BOA - Parks and Recreation	190,534.57
BOA - Payroll	260.00
BOA - Police State Training	5,179.43
Logic Animal Shelter Facility	9,441.46
Logic Harbor Ln-Sycamore Bend	3,291.91
Logic Investment Fund	3,653,752.95
Logic Street & Road Improvement	161,633.97
Logic Turbeville Road	<u>211,796.82</u>
<b>Total Checking/Savings</b>	<u>4,501,583.95</u>
<b>Accounts Receivable</b>	
Municipal Court Payments	<u>6,777.00</u>
<b>Total Accounts Receivable</b>	<u>6,777.00</u>
<b>Total Current Assets</b>	<u>4,508,360.95</u>
<b>TOTAL ASSETS</b>	<u><u>4,508,360.95</u></u>
<b>LIABILITIES &amp; EQUITY</b>	0.00

Town of Hickory Creek  
**Profit & Loss**  
August 2019

	<u>Aug 19</u>
Ordinary Income/Expense	
Income	
Ad Valorem Tax Revenue	
4002 M&O	721.32
4004 M&O Penalties & Interest	229.73
4008 I&S Debt Service	642.85
4010 I&S Penalties & Interest	24.96
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Total Ad Valorem Tax Revenue	1,618.86
Building Department Revenue	
4102 Building Permits	14,005.36
4106 Contractor Registration	300.00
4108 Preliminary/Final Plat	400.00
4122 Septic Permits	425.00
4124 Sign Permits	5.00
4126 Special Use Permit	1,900.00
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Total Building Department Revenue	17,035.36
Franchise Fee Revenue	
4204 Charter Communications	9,352.98
4206 CenturyLink	582.81
4212 Waste Management	3,617.84
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Total Franchise Fee Revenue	13,553.63
Interest Revenue	
4302 Animal Shelter Interest	19.62
4308 Drug Forfeiture Interest	0.08
4310 Drug Seizure Interest	0.04
4314 Logic Investment Interest	7,245.85
4320 Logic Street/Road Improv.	319.56
4322 Logic Turbeville Road	418.73
4326 PD State Training Interest	0.22
4328 Logic Harbor/Sycamore Bend	6.51
	<hr/>
Total Interest Revenue	8,010.61
Miscellaneous Revenue	
4502 Animal Adoption & Impound	340.00
4508 Annual Park Passes	812.95
4510 Arrowhead Park Fees	5,072.00
4512 Beer & Wine Permit	30.00
4520 Drug Seizure	1,352.00
4530 Other Receivables	1,430.54
4536 Point Vista Park Fees	1,177.00
4550 Sycamore Bend Fees	3,236.00
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Total Miscellaneous Revenue	13,450.49
Municipal Court Revenue	
4602 Building Security Fee	1,345.83
4604 Citations	56,926.95
4606 Court Technology Fee	1,794.44

Town of Hickory Creek  
**Profit & Loss**  
August 2019

	Aug 19
4612 State Court Costs	28,261.11
4614 Child Safety Fee	25.00
Total Municipal Court Revenue	88,353.33
Sales Tax Revenue	
4702 Sales Tax General Fund	116,336.11
4706 Sales Tax 4B Corporation	38,778.71
Total Sales Tax Revenue	155,114.82
Total Income	297,137.10
Gross Profit	297,137.10
Expense	
Capital Outlay	
5010 Street Maintenance	36.08
5012 Streets & Road Improvement	33,470.00
5022 Parks and Rec Improvements	2,670.00
5028 Turbeville/Point Vista	-105,018.00
Total Capital Outlay	-68,841.92
Debt Service	
5106 2012 Refunding Bond Series	140,167.50
5108 2012 Tax Note Series	116,079.50
5110 2015 Refunding Bond Series	125.00
5112 2015 C.O. Series	925.00
Total Debt Service	257,297.00
General Government	
5202 Bank Service Charges	12.00
5204 Books & Subscriptions	90.00
5206 Computer Hardware/Software	116.48
5208 Copier Rental	560.65
5212 EDC Tax Payment	38,778.71
5216 Volunteer/Staff Events	164.42
5222 Office Supplies & Equip.	32.56
5224 Postage	36.88
5226 Community Cause	13.17
5228 Town Council/Board Expense	154.95
5230 Training & Education	825.00
Total General Government	40,784.82
Municipal Court	
5312 Court Technology	695.83
5318 Merchant Fees/Credit Cards	-119.08
5322 Office Supplies/Equipment	62.89
5328 Travel Expense	23.08
5332 Warrants Collected	-2,062.53
Total Municipal Court	-1,399.81
Parks and Recreation	

Town of Hickory Creek  
**Profit & Loss**  
August 2019

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	Aug 19
5408 Tanglewood Park	114.27
Total Parks and Recreation	114.27
Parks Corps of Engineer	
5432 Arrowhead	1,898.12
5434 Harbor Grove	209.25
5436 Point Vista	302.04
5438 Sycamore Bend	2,380.73
Total Parks Corps of Engineer	4,790.14
Personnel	
5502 Administration Wages	21,701.38
5504 Municipal Court Wages	8,489.76
5506 Police Wages	53,588.12
5507 Police Overtime Wages	720.01
5508 Public Works Wages	13,834.15
5509 Public Works Overtime Wage	73.82
5510 Health Insurance	16,470.33
5514 Payroll Expense	1,489.74
5516 Employment Exams	505.00
5518 Retirement (TMRS)	11,774.44
Total Personnel	128,646.75
Police Department	
5602 Auto Gas & Oil	3,270.17
5606 Auto Maintenance & Repair	4,125.75
5612 Computer Hardware/Software	754.73
5614 Crime Lab Analysis	114.30
5626 Office Supplies/Equipment	438.95
5630 Personnel Equipment	1,326.52
5636 Uniforms	958.59
5646 Community Outreach	210.95
5648 K9 Unit	524.19
Total Police Department	11,724.15
Public Works Department	
5706 Animal Control Supplies	13.34
5708 Animal Control Vet Fees	452.87
5710 Auto Gas & Oil	1,064.01
5714 Auto Maintenance/Repair	2,923.50
5716 Beautification	4,877.45
5718 Computer Hardware/Software	33.98
5724 Equipment Maintenance	2,340.44
5728 Equipment Supplies	701.14
5732 Office Supplies/Equipment	120.00
5734 Radios	414.22
5742 Uniforms	120.00
Total Public Works Department	13,060.95
Services	

11:26 AM  
09/11/19  
Accrual Basis

Town of Hickory Creek  
**Profit & Loss**  
August 2019

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	<u>Aug 19</u>
5804 Attorney Fees	3,591.45
5812 Document Management	73.85
5814 Engineering	10,189.15
5818 Inspections	3,794.00
5822 Legal Notices/Advertising	137.60
5824 Library Services	125.75
5826 Municipal Judge	1,920.00
5828 Printing	202.94
Total Services	<u>20,034.74</u>
Utilities & Maintenance	
5902 Bldg Maintenance/Supplies	3,817.12
5904 Electric	4,337.57
5906 Gas	48.76
5908 Street Lighting	2,372.05
5910 Telephone	2,209.09
5912 Water	732.70
Total Utilities & Maintenance	<u>13,517.29</u>
Total Expense	<u>419,728.38</u>
Net Ordinary Income	<u>-122,591.28</u>
Net Income	<u><u>-122,591.28</u></u>



Town of Hickory Creek  
**Budget vs. Actual Year to Date 91.63%**  
October 2018 through August 2019

	Oct '18 - Aug 19	Budget	% of Budget
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
Ad Valorem Tax Revenue			
4002 M&O	1,140,375.10	1,152,558.00	98.9%
4004 M&O Penalties & Interest	7,042.54	5,000.00	140.9%
4006 Delinquent M&O	19,627.66	3,500.00	560.8%
4008 I&S Debt Service	801,732.29	809,318.00	99.1%
4010 I&S Penalties & Interest	4,087.37	3,000.00	136.2%
4012 Delinquent I&S	17,100.12	2,500.00	684.0%
<b>Total Ad Valorem Tax Revenue</b>	<b>1,989,965.08</b>	<b>1,975,876.00</b>	<b>100.7%</b>
Building Department Revenue			
4102 Building Permits	253,607.11	225,000.00	112.7%
4104 Certificate of Occupancy	2,400.00	2,000.00	120.0%
4106 Contractor Registration	4,650.00	4,000.00	116.3%
4108 Preliminary/Final Plat	4,860.00	520.00	934.6%
4110 Prelim/Final Site Plan	0.00	0.00	0.0%
4112 Health Inspections	9,200.00	8,740.00	105.3%
4122 Septic Permits	850.00	850.00	100.0%
4124 Sign Permits	3,315.00	2,400.00	138.1%
4126 Special Use Permit	1,900.00	200.00	950.0%
4128 Variance Fee	500.00	500.00	100.0%
4130 Vendor Fee	75.00	200.00	37.5%
4132 Alarm Permit Fees	600.00	800.00	75.0%
<b>Total Building Department Revenue</b>	<b>281,957.11</b>	<b>245,210.00</b>	<b>115.0%</b>
Franchise Fee Revenue			
4202 Atmos Energy	39,934.96	30,000.00	133.1%
4204 Charter Communications	41,255.20	42,500.00	97.1%
4206 CenturyLink	2,571.99	2,500.00	102.9%
4208 CoServ	4,691.49	4,200.00	111.7%
4210 Oncor Electric	144,600.76	144,269.00	100.2%
4212 Waste Management	38,223.04	40,000.00	95.6%
<b>Total Franchise Fee Revenue</b>	<b>271,277.44</b>	<b>263,469.00</b>	<b>103.0%</b>
Interest Revenue			
4302 Animal Shelter Interest	223.63	100.00	223.6%
4308 Drug Forfeiture Interest	1.08	1.00	108.0%
4310 Drug Seizure Interest	0.50	0.00	100.0%
4314 Logic Investment Interest	90,226.78	48,000.00	188.0%
4320 Logic Street/Road Improv.	11,743.07	8,700.00	135.0%
4322 Logic Turbeville Road	4,785.22	3,500.00	136.7%
4326 PD State Training Interest	2.37	2.00	118.5%
4328 Logic Harbor/Sycamore Bend	74.32	35.00	212.3%
<b>Total Interest Revenue</b>	<b>107,056.97</b>	<b>60,338.00</b>	<b>177.4%</b>
Interlocal Revenue			
4402 Corp Contract Current Year	15,402.24	34,000.00	45.3%
<b>Total Interlocal Revenue</b>	<b>15,402.24</b>	<b>34,000.00</b>	<b>45.3%</b>
Miscellaneous Revenue			
4502 Animal Adoption & Impound	13,920.00	6,500.00	214.2%
4506 Animal Shelter Donations	489.00	1,000.00	48.9%
4508 Annual Park Passes	29,313.26	20,000.00	146.6%
4510 Arrowhead Park Fees	50,326.00	18,000.00	279.6%
4512 Beer & Wine Permit	30.00	60.00	50.0%
4516 Corp Parks Prior Year Rev	0.00	0.00	0.0%

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Accrual Basis

Town of Hickory Creek  
**Budget vs. Actual Year to Date 91.63%**  
 October 2018 through August 2019

	Oct '18 - Aug 19	Budget	% of Budget
4518 Drug Forfeiture	0.00	0.00	0.0%
4520 Drug Seizure	1,352.00	2,849.00	47.5%
4522 EDCPayment/Ronald Reagan	45,778.33	45,778.00	100.0%
4524 Fund Balance Reserve	0.00	697,844.32	0.0%
4526 Mineral Rights	0.00	300.00	0.0%
4528 NSF Fees	0.00	50.00	0.0%
4530 Other Receivables	73,126.89	48,000.00	152.3%
4534 PD State Training	1,252.68	1,252.68	100.0%
4536 Point Vista Park Fees	4,473.00	5,000.00	89.5%
4546 Street Bond Proceeds	0.00	452,713.00	0.0%
4550 Sycamore Bend Fees	18,669.75	15,000.00	124.5%
4554 Building Security Fund Res	0.00	23,400.00	0.0%
4556 Court Tech Fund Reserve	0.00	3,525.00	0.0%
4558 Harbor Lane/Sycamore Bend	0.00	0.00	0.0%
<b>Total Miscellaneous Revenue</b>	<b>238,730.91</b>	<b>1,341,272.00</b>	<b>17.8%</b>
<b>Municipal Court Revenue</b>			
4602 Building Security Fee	9,536.16	8,400.00	113.5%
4604 Citations	433,861.00	525,000.00	82.6%
4606 Court Technology Fee	12,539.90	11,025.00	113.7%
4612 State Court Costs	208,123.51	199,500.00	104.3%
4614 Child Safety Fee	603.07	1,000.00	60.3%
<b>Total Municipal Court Revenue</b>	<b>664,663.64</b>	<b>744,925.00</b>	<b>89.2%</b>
<b>Sales Tax Revenue</b>			
4702 Sales Tax General Fund	1,044,988.98	1,143,750.00	91.4%
4706 Sales Tax 4B Corporation	358,905.37	381,250.00	94.1%
4708 Sales Tax Mixed Beverage	390.55	0.00	100.0%
<b>Total Sales Tax Revenue</b>	<b>1,404,284.90</b>	<b>1,525,000.00</b>	<b>92.1%</b>
<b>Total Income</b>	<b>4,973,338.29</b>	<b>6,190,090.00</b>	<b>80.3%</b>
<b>Gross Profit</b>	<b>4,973,338.29</b>	<b>6,190,090.00</b>	<b>80.3%</b>
<b>Expense</b>			
<b>Capital Outlay</b>			
5010 Street Maintenance	-5,110.12	50,000.00	-10.2%
5012 Streets & Road Improvement	562,866.78	452,713.00	124.3%
5022 Parks and Rec Improvements	25,736.50	125,000.00	20.6%
5024 Public Safety Improvements	197,453.66	400,000.00	49.4%
5026 Fleet Purchase/Replacement	102,672.84	105,000.00	97.8%
5028 Turbeville/Point Vista	379,007.33	200,000.00	189.5%
<b>Total Capital Outlay</b>	<b>1,262,626.99</b>	<b>1,332,713.00</b>	<b>94.7%</b>
<b>Debt Service</b>			
5106 2012 Refunding Bond Series	150,195.69	150,086.00	100.1%
5108 2012 Tax Note Series	117,023.39	116,910.00	100.1%
5110 2015 Refunding Bond Series	314,425.00	314,300.00	100.0%
5112 2015 C.O. Series	274,725.00	273,800.00	100.3%
<b>Total Debt Service</b>	<b>856,369.08</b>	<b>855,096.00</b>	<b>100.1%</b>
<b>General Government</b>			
5202 Bank Service Charges	59.00	50.00	118.0%
5204 Books & Subscriptions	90.00	400.00	22.5%
5206 Computer Hardware/Software	9,796.34	15,500.00	63.2%
5208 Copier Rental	4,104.31	3,900.00	105.2%
5210 Dues & Memberships	1,940.90	2,500.00	77.6%

Town of Hickory Creek  
**Budget vs. Actual Year to Date 91.63%**  
 October 2018 through August 2019

	Oct '18 - Aug 19	Budget	% of Budget
5212 EDC Tax Payment	389,126.26	381,250.00	102.1%
5214 Election Expenses	0.00	0.00	0.0%
5216 Volunteer/Staff Events	5,966.75	8,000.00	74.6%
5218 General Communications	9,420.70	22,000.00	42.8%
5222 Office Supplies & Equip.	2,405.01	2,000.00	120.3%
5224 Postage	4,026.12	4,500.00	89.5%
5226 Community Cause	5,052.63	4,000.00	126.3%
5228 Town Council/Board Expense	3,470.95	6,000.00	57.8%
5230 Training & Education	1,979.50	2,000.00	99.0%
5232 Travel Expense	521.37	1,500.00	34.8%
5234 Staff Uniforms	762.94	1,000.00	76.3%
<b>Total General Government</b>	<b>438,722.78</b>	<b>454,600.00</b>	<b>96.5%</b>
<b>Municipal Court</b>			
5302 Books & Subscriptions	150.00	75.00	200.0%
5304 Building Security	1,615.93	31,800.00	5.1%
5312 Court Technology	5,500.89	14,550.00	37.8%
5314 Dues & Memberships	75.00	200.00	37.5%
5318 Merchant Fees/Credit Cards	-224.17	500.00	-44.8%
5322 Office Supplies/Equipment	1,678.92	1,800.00	93.3%
5324 State Court Costs	218,346.92	199,500.00	109.4%
5326 Training & Education	500.00	500.00	100.0%
5328 Travel Expense	112.49	500.00	22.5%
5332 Warrants Collected	-558.14	0.00	100.0%
<b>Total Municipal Court</b>	<b>227,197.84</b>	<b>249,425.00</b>	<b>91.1%</b>
<b>Parks and Recreation</b>			
5402 Events	1,208.80	2,500.00	48.4%
5408 Tanglewood Park	1,753.43	2,500.00	70.1%
5412 KHCB	592.63	1,000.00	59.3%
5414 Tree City USA	4,541.75	11,500.00	39.5%
5416 Town Hall Park	0.00	500.00	0.0%
<b>Total Parks and Recreation</b>	<b>8,096.61</b>	<b>18,000.00</b>	<b>45.0%</b>
<b>Parks Corps of Engineer</b>			
5432 Arrowhead	18,999.06	8,500.00	223.5%
5434 Harbor Grove	7,245.65	4,000.00	181.1%
5436 Point Vista	4,094.98	4,500.00	91.0%
5438 Sycamore Bend	21,347.91	35,000.00	61.0%
<b>Total Parks Corps of Engineer</b>	<b>51,687.60</b>	<b>52,000.00</b>	<b>99.4%</b>
<b>Personnel</b>			
5502 Administration Wages	261,368.45	281,875.00	92.7%
5504 Municipal Court Wages	126,818.11	114,565.00	110.7%
5506 Police Wages	577,896.29	674,215.00	85.7%
5507 Police Overtime Wages	12,098.56	8,000.00	151.2%
5508 Public Works Wages	166,481.08	174,985.00	95.1%
5509 Public Works Overtime Wage	1,158.43	1,600.00	72.4%
5510 Health Insurance	154,126.09	170,000.00	90.7%
5512 Longevity	10,688.00	10,688.00	100.0%
5514 Payroll Expense	19,543.91	18,000.00	108.6%
5516 Employment Exams	2,582.50	2,000.00	129.1%
5518 Retirement (TMRS)	138,104.00	138,100.00	100.0%
5520 Unemployment (TWC)	619.65	2,000.00	31.0%
5522 Workman's Compensation	25,353.58	25,354.00	100.0%
<b>Total Personnel</b>	<b>1,496,838.65</b>	<b>1,621,382.00</b>	<b>92.3%</b>

Town of Hickory Creek  
**Budget vs. Actual Year to Date 91.63%**  
October 2018 through August 2019

	Oct '18 - Aug 19	Budget	% of Budget
<b>Police Department</b>			
5602 Auto Gas & Oil	23,064.61	25,000.00	92.3%
5606 Auto Maintenance & Repair	32,769.58	25,000.00	131.1%
5610 Books & Subscriptions	146.91	500.00	29.4%
5612 Computer Hardware/Software	40,726.46	38,000.00	107.2%
5614 Crime Lab Analysis	-525.89	2,000.00	-26.3%
5616 Drug Forfeiture	0.00	0.00	0.0%
5618 Dues & Memberships	233.82	400.00	58.5%
5626 Office Supplies/Equipment	1,262.16	1,500.00	84.1%
5630 Personnel Equipment	1,962.64	7,000.00	28.0%
5634 Travel Expense	1,801.07	2,500.00	72.0%
5636 Uniforms	11,272.95	6,000.00	187.9%
5640 Training & Education	7,935.02	10,000.00	79.4%
5644 Citizens on Patrol	864.23	200.00	432.1%
5646 Community Outreach	701.74	750.00	93.6%
5648 K9 Unit	3,186.18	3,000.00	106.2%
<b>Total Police Department</b>	<b>125,401.48</b>	<b>121,850.00</b>	<b>102.9%</b>
<b>Public Works Department</b>			
5702 Animal Control Donation	0.00	1,000.00	0.0%
5704 Animal Control Equipment	589.83	600.00	98.3%
5706 Animal Control Supplies	1,104.55	1,000.00	110.5%
5708 Animal Control Vet Fees	6,670.92	5,000.00	133.4%
5710 Auto Gas & Oil	13,428.82	12,500.00	107.4%
5714 Auto Maintenance/Repair	20,922.64	15,000.00	139.5%
5716 Beautification	17,450.28	110,000.00	15.9%
5718 Computer Hardware/Software	628.98	750.00	83.9%
5720 Dues & Memberships	342.00	350.00	97.7%
5722 Equipment	89,929.83	93,700.00	96.0%
5724 Equipment Maintenance	11,497.33	9,000.00	127.7%
5726 Equipment Rental	273.98	500.00	54.8%
5728 Equipment Supplies	6,308.96	6,500.00	97.1%
5732 Office Supplies/Equipment	414.51	800.00	51.8%
5734 Radios	4,268.86	3,200.00	133.4%
5738 Training	339.00	800.00	42.4%
5740 Travel Expense	225.10	1,000.00	22.5%
5742 Uniforms	3,068.41	2,000.00	153.4%
5748 Landscaping Services	72,287.74	110,000.00	65.7%
<b>Total Public Works Department</b>	<b>249,751.74</b>	<b>373,700.00</b>	<b>66.8%</b>
<b>Services</b>			
5802 Appraisal District	8,778.00	11,700.00	75.0%
5804 Attorney Fees	49,600.88	60,000.00	82.7%
5806 Audit	13,500.00	13,500.00	100.0%
5808 Codification	375.00	4,000.00	9.4%
5812 Document Management	1,128.62	1,200.00	94.1%
5814 Engineering	61,498.38	52,500.00	117.1%
5816 General Insurance	33,732.58	33,733.00	100.0%
5818 Inspections	47,106.00	40,500.00	116.3%
5820 Fire Service	613,633.00	615,000.00	99.8%
5822 Legal Notices/Advertising	2,775.50	2,000.00	138.8%
5824 Library Services	1,481.25	1,000.00	148.1%
5826 Municipal Judge	11,520.00	11,520.00	100.0%
5828 Printing	3,738.07	1,800.00	207.7%
5830 Tax Collection	2,273.00	3,500.00	64.9%
5832 Computer Technical Support	34,351.79	34,500.00	99.6%
5838 DCCAC	0.00	1,750.00	0.0%
5840 Denton County Dispatch	29,301.00	29,301.00	100.0%

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Accrual Basis

Town of Hickory Creek  
**Budget vs. Actual Year to Date 91.63%**  
October 2018 through August 2019

	Oct '18 - Aug 19	Budget	% of Budget
5844 Helping Hands	91.15	300.00	30.4%
5848 DCFOF	0.00	500.00	0.0%
<b>Total Services</b>	<b>914,884.22</b>	<b>918,304.00</b>	<b>99.6%</b>
<b>Special Events</b>			
6004 Fourth of July Celebration	5,000.00	5,000.00	100.0%
6008 Tree Lighting	5,766.73	5,220.00	110.5%
<b>Total Special Events</b>	<b>10,766.73</b>	<b>10,220.00</b>	<b>105.3%</b>
<b>Utilities &amp; Maintenance</b>			
5902 Bldg Maintenance/Supplies	84,287.00	85,000.00	99.2%
5904 Electric	27,195.19	28,000.00	97.1%
5906 Gas	1,664.93	2,000.00	83.2%
5908 Street Lighting	31,083.22	30,000.00	103.6%
5910 Telephone	29,403.23	22,800.00	129.0%
5912 Water	11,480.67	15,000.00	76.5%
<b>Total Utilities &amp; Maintenance</b>	<b>185,114.24</b>	<b>182,800.00</b>	<b>101.3%</b>
<b>Total Expense</b>	<b>5,827,457.96</b>	<b>6,190,090.00</b>	<b>94.1%</b>
<b>Net Ordinary Income</b>	<b>-854,119.67</b>	<b>0.00</b>	<b>100.0%</b>
<b>Net Income</b>	<b>-854,119.67</b>	<b>0.00</b>	<b>100.0%</b>

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Accrual Basis

**Town of Hickory Creek**  
**Expenditures over \$1,000.00**  
August 2019

Type	Date	Num	Name	Amount
<b>Ordinary Income/Expense</b>				
<b>Expense</b>				
<b>Capital Outlay</b>				
<b>5012 Streets &amp; Road Improvement</b>				
Bill	08/13/2019	Invoi...	Xtream Paving	33,250.00
Total 5012 Streets & Road Improvement				33,250.00
<b>5022 Parks and Rec Improvements</b>				
Bill	08/22/2019	Invoi...	Dunaway	2,670.00
Total 5022 Parks and Rec Improvements				2,670.00
<b>5028 Turbeville/Point Vista</b>				
Check	08/20/2019	3868	McMahon Contracting L.P.	56,343.50
Check	08/20/2019	3868	McMahon Contracting L.P.	62,300.22
Check	08/20/2019	3868	McMahon Contracting L.P.	68,660.62
Check	08/29/2019	3871	GRod Construction, LLC.	73,760.06
Total 5028 Turbeville/Point Vista				261,064.40
Total Capital Outlay				296,984.40
<b>Debt Service</b>				
<b>5106 2012 Refunding Bond Series</b>				
Check	08/07/2019	3858	BBVA USA	140,042.50
Total 5106 2012 Refunding Bond Series				140,042.50
<b>5108 2012 Tax Note Series</b>				
Check	08/07/2019	3857	BBVA USA	115,954.50
Total 5108 2012 Tax Note Series				115,954.50
Total Debt Service				255,997.00
<b>General Government</b>				
<b>5212 EDC Tax Payment</b>				
Check	08/07/2019	3860	Hickory Creek Economic Development	38,778.71
Total 5212 EDC Tax Payment				38,778.71
Total General Government				38,778.71
<b>Municipal Court</b>				
<b>5332 Warrants Collected</b>				
Bill	08/22/2019	Invoi...	McCreary, Veselka, Bragg and Allen, P.C.	2,342.89
Total 5332 Warrants Collected				2,342.89
Total Municipal Court				2,342.89
<b>Parks Corps of Engineer</b>				
<b>5438 Sycamore Bend</b>				
Bill	08/08/2019	Invoi...	BlueTarp Financial	1,920.80
Total 5438 Sycamore Bend				1,920.80

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Accrual Basis

Town of Hickory Creek  
**Expenditures over \$1,000.00**  
August 2019

Type	Date	Num	Name	Amount
			Total Parks Corps of Engineer	1,920.80
			<b>Police Department</b>	
			<b>5602 Auto Gas &amp; Oil</b>	
Check	08/27/2019	Debit	WEX INC DESFLEET DEBI	3,270.17
			Total 5602 Auto Gas & Oil	3,270.17
			<b>5606 Auto Maintenance &amp; Repair</b>	
Bill	08/08/2019	Invoi...	Defender Supply Public Safety Equipment	1,123.00
Bill	08/27/2019	R.O....	Christian Brothers Automotive	1,475.35
			Total 5606 Auto Maintenance & Repair	2,598.35
			Total Police Department	5,868.52
			<b>Public Works Department</b>	
			<b>5710 Auto Gas &amp; Oil</b>	
Check	08/27/2019	Debit	WEX INC DESFLEET DEBI	1,064.01
			Total 5710 Auto Gas & Oil	1,064.01
			<b>5714 Auto Maintenance/Repair</b>	
Bill	08/23/2019	R.O....	Christian Brothers Automotive	1,216.68
			Total 5714 Auto Maintenance/Repair	1,216.68
			<b>5724 Equipment Maintenance</b>	
Bill	08/28/2019	Invoi...	Pro Tire	1,700.00
			Total 5724 Equipment Maintenance	1,700.00
			Total Public Works Department	3,980.69
			<b>Services</b>	
			<b>5804 Attorney Fees</b>	
Bill	08/05/2019	Acct...	Hayes, Berry, White & Vanzant	1,180.65
Bill	08/05/2019	Acct...	Hayes, Berry, White & Vanzant	2,410.80
			Total 5804 Attorney Fees	3,591.45
			<b>5814 Engineering</b>	
Bill	08/08/2019	Invoi...	Halff Associates, Inc.	3,225.57
Bill	08/08/2019	Invoi...	Halff Associates, Inc.	6,731.37
			Total 5814 Engineering	9,956.94
			<b>5818 Inspections</b>	
Bill	08/01/2019	Invoi...	Vaughn Inspections Plus, LLC	3,794.00
			Total 5818 Inspections	3,794.00
			Total Services	17,342.39
			<b>Utilities &amp; Maintenance</b>	
			<b>5902 Bldg Maintenance/Supplies</b>	
Check	08/13/2019	3863	All Pro Gutters, LLC	1,335.00

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Accrual Basis

Town of Hickory Creek  
**Expenditures over \$1,000.00**  
August 2019

Type	Date	Num	Name	Amount
			Total 5902 Bldg Maintenance/Supplies	1,335.00
			<b>5904 Electric</b>	
Check	08/22/2019	Debit	HUDSON ENERGY SE DESDEBITDEBIT	4,337.57
			Total 5904 Electric	4,337.57
			<b>5908 Street Lighting</b>	
Check	08/22/2019	Debit	HUDSON ENERGY SE DESDEBITDEBIT	2,211.07
			Total 5908 Street Lighting	2,211.07
			<b>5910 Telephone</b>	
Bill	08/29/2019	Acc...	CenturyLink	1,415.22
			Total 5910 Telephone	1,415.22
			Total Utilities & Maintenance	9,298.86
			Total Expense	632,514.26
			Net Ordinary Income	-632,514.26
			<b>Net Income</b>	<b>-632,514.26</b>





TOWN OF HICKORY CREEK  
ATTN KRISTI K ROGERS  
1075 RONALD REAGAN AVE  
HICKORY CREEK TX 75065-7633

## MONTHLY STATEMENT OF ACCOUNT

**ACCOUNT:** 1668276007

**ACCOUNT NAME:** ANIMAL SHELTER FACILITY

**STATEMENT PERIOD:** 08/01/2019 - 08/31/2019

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 2.3324%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 47 DAYS AND THE NET ASSET VALUE FOR 8/30/19 WAS 1.000077.

### MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			9,422.80
08/30/2019	MONTHLY POSTING	9999888	18.66	9,441.46
	ENDING BALANCE			9,441.46

### MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	9,422.80
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	18.66
ENDING BALANCE	9,441.46
AVERAGE BALANCE	9,422.80

### ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
ANIMAL SHELTER FACILITY	0.00	0.00	157.19





TOWN OF HICKORY CREEK  
ATTN KRISTI K ROGERS  
1075 RONALD REAGAN AVE  
HICKORY CREEK TX 75065-7633

## MONTHLY STATEMENT OF ACCOUNT

**ACCOUNT:** 1668276009

**ACCOUNT NAME:** HARBOR LANE - SYCAMORE BEND

**STATEMENT PERIOD:** 08/01/2019 - 08/31/2019

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 2.3324%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 47 DAYS AND THE NET ASSET VALUE FOR 8/30/19 WAS 1.000077.

### MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			3,285.40
08/30/2019	MONTHLY POSTING	9999888	6.51	3,291.91
	ENDING BALANCE			3,291.91

### MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	3,285.40
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	6.51
ENDING BALANCE	3,291.91
AVERAGE BALANCE	3,285.40

### ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
HARBOR LANE - SYCAMORE BEND	0.00	0.00	54.73





TOWN OF HICKORY CREEK  
ATTN KRISTI K ROGERS  
1075 RONALD REAGAN AVE  
HICKORY CREEK TX 75065-7633

## MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276001

ACCOUNT NAME: INVESTMENT FUND

STATEMENT PERIOD: 08/01/2019 - 08/31/2019

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 2.3324%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 47 DAYS AND THE NET ASSET VALUE FOR 8/30/19 WAS 1.000077.

### MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			3,695,770.69
08/08/2019	TRANSFER FROM 1668276013	6108174	736.41	3,696,507.10
08/08/2019	ACH WITHDRAWAL	6108107	50,000.00 -	3,646,507.10
08/30/2019	MONTHLY POSTING	9999888	7,245.85	3,653,752.95
	ENDING BALANCE			3,653,752.95

### MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	3,695,770.69
TOTAL DEPOSITS	736.41
TOTAL WITHDRAWALS	50,000.00
TOTAL INTEREST	7,245.85
ENDING BALANCE	3,653,752.95
AVERAGE BALANCE	3,657,631.14

### ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
INVESTMENT FUND	1,950,736.41	2,327,220.53	69,029.04





TOWN OF HICKORY CREEK  
ATTN KRISTI K ROGERS  
1075 RONALD REAGAN AVE  
HICKORY CREEK TX 75065-7633

## MONTHLY STATEMENT OF ACCOUNT

**ACCOUNT:** 1668276005

**ACCOUNT NAME:** RESIDENTIAL STREET & RD IMPROV

**STATEMENT PERIOD:** 08/01/2019 - 08/31/2019

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 2.3324%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 47 DAYS AND THE NET ASSET VALUE FOR 8/30/19 WAS 1.000077.

### MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			161,314.41
08/30/2019	MONTHLY POSTING	9999888	319.56	161,633.97
	ENDING BALANCE			161,633.97

### MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	161,314.41
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	319.56
ENDING BALANCE	161,633.97
AVERAGE BALANCE	161,314.41

### ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
RESIDENTIAL STREET & RD IMPROV	0.00	400,000.00	8,019.70







TOWN OF HICKORY CREEK  
ATTN KRISTI K ROGERS  
1075 RONALD REAGAN AVE  
HICKORY CREEK TX 75065-7633

## MONTHLY STATEMENT OF ACCOUNT

**ACCOUNT:** 1668276002

**ACCOUNT NAME:** TURBEVILLE RD IMPROVEMENT FUND

**STATEMENT PERIOD:** 08/01/2019 - 08/31/2019

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 2.3324%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 47 DAYS AND THE NET ASSET VALUE FOR 8/30/19 WAS 1.000077.

### MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			211,378.09
08/30/2019	MONTHLY POSTING	9999888	418.73	211,796.82
	ENDING BALANCE			211,796.82

### MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	211,378.09
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	418.73
ENDING BALANCE	211,796.82
AVERAGE BALANCE	211,378.09

### ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
TURBEVILLE RD IMPROVEMENT FUND	0.00	0.00	3,527.02



**Item Attachment Documents:**

4. Consider and act on permit application submitted by WalMart, 1035 Hickory Creek Blvd, Hickory Creek, Texas, for temporary storage containers for seasonal merchandise.



## **AGENDA INFORMATION SHEET**

**MEETING DATE:** September 16, 2019

**AGENDA ITEM:** Consider and act on permit application submitted by WalMart, 1035 Hickory Creek Blvd, Hickory Creek, Texas, for temporary storage containers for seasonal merchandise.

**SUMMARY:** Fees related to the permit application are \$2,100.00.



## TEMPORARY STORAGE / DONATION BOX

## Permit Application

Business Name: Wal Mart 3286 Phone: (940)321-5363  
Address: 1035 Hickory Creek Blvd., Hickory Creek, TX 75065  
Applicant Name: Chris Gorajewski Phone: (407)321-5363  
Address: 1035 Hickory Creek Blvd., Hickory Creek, TX 75065  
Property Owner: Wal Mart Stores Incorporated Phone: 1-800-WalMart

Purpose & Items to be Stored: haulaway and seasonal merchandise

Delivery Date: 10-1-19 Removal Date: 1-1-19  
Supplier: Container King Phone: 866-961-5464  
Address: 7833 I35E, Denton, TX 76208  
Type of Storage (container, trailer, etc): Container  
Number of Units: 14 Dimensions: 40ft. by 8ft.

Attach copy of site plan showing container placement. Written permission of the property owner permission is required, if applicable. Containers may not be placed on an unapproved surface, where it may, in any manner, block fire lanes, required exits, parking or landscape areas, vehicular or pedestrian traffic, or creates any hazard to the public.

Permits for temporary storage containers are valid for a maximum of 60 days without prior Council approval. Failure to remove units at permit expiration could result in the issuance of citations. Donation box registration expires annually on anniversary date. Owner and / or applicant is responsible for assuring containers meet all requirements of Chapter 14 Article XXI Section 6 of the Code of Ordinances.

Applicant Signature: Chris Gorajewski Date: 9/9/19

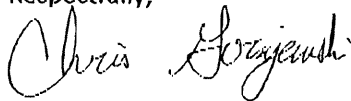
Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_  
Approved: ☐ Yes ☐ No Permit Number: \_\_\_\_\_  
Receipt: \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
Denied: \_\_\_\_\_ Submitted to Council: \_\_\_\_\_



To Whom This May Concern,

Wal-Mart store 3286 is requesting to be allowed to have containers on site again this year, to house our layaway and seasonal merchandise. This is important for our business due to the large amount of extra freight that we will receive. These trailers will help us to serve our local community during the holiday season. Last year, our store had a total of 12 trailers and this year we are requesting 8 for the month of October and a total of 14 for the months of November and December. We are asking for the trailers to be on property through the month of December so that our customers have ample time to pick up their layaways. Thank you for your consideration. Please contact me if you have any questions or concerns.

Respectfully,

A handwritten signature in black ink, appearing to read "Chris Gorajewski". The signature is fluid and cursive, with the first name "Chris" being more prominent than the last name.

Chris Gorajewski

Store Manager #3286

1035 Hickory Creek, Blvd.

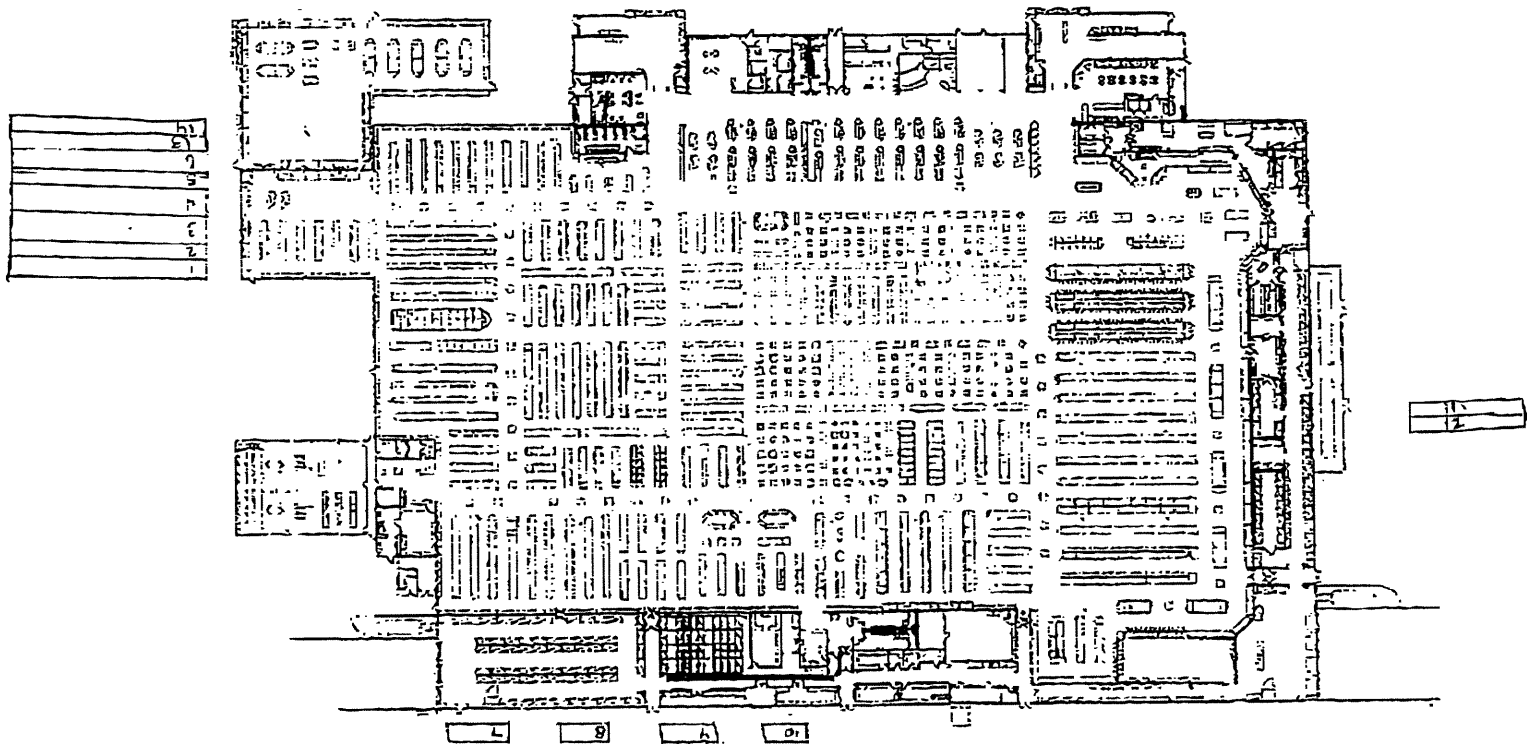
Hickory Creek, TX

940-321-5363

# Store #3286

## Hickory Creek, Texas

### Trailer Guidelines



**Item Attachment Documents:**

6. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby setting regular meeting dates and times of town boards, commissions, and council.

**TOWN OF HICKORY CREEK, TEXAS**  
**RESOLUTION NO. 2019-0916-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY SETTING REGULAR MEETING DATES AND TIMES OF TOWN BOARDS, COMMISSIONS, AND COUNCIL; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Hickory Creek (the “Town”), Texas is a Type A General Law Municipality located in Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to enabling legislation of the State of Texas; and

**WHEREAS**, the Town Council desires to set dates and times for regular meetings of Town Boards, Commissions, and Council.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Hickory Creek, Texas, that:

Section 1: Regular meetings of the Town Council shall be on the forth Monday of the month at 6:00 PM.

Regular meetings of the Parks and Recreation Board shall be on the third Monday of the month at 6:00 PM.

Regular meetings of the Planning and Zoning Commission shall be on the third Tuesday of the month at 6:00 PM.

Regular meetings of the Board of Adjustments shall be on the third Tuesday of the month at 6:05 PM.

Section 2: The resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this \_\_\_\_\_ day of September, 2019.

\_\_\_\_\_  
Lynn C. Clark, Mayor  
Town of Hickory Creek, Texas

ATTEST:

\_\_\_\_\_  
Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

---

Dorwin L. Sargent, III, Town Attorney  
Town of Hickory Creek, Texas

**Item Attachment Documents:**

7. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Town Administrator of the Town of Hickory Creek, Texas to execute an interlocal cooperation agreement for police mutual aid by and between the Town of Hickory Creek, the City of Lake Dallas, and the City of Corinth.

**TOWN OF HICKORY CREEK, TEXAS**  
**RESOLUTION NO. 2019-0916-\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE TOWN ADMINISTRATOR OF THE TOWN OF HICKORY CREEK, TEXAS TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT FOR POLICE MUTUAL AID BY AND BETWEEN THE TOWN OF HICKORY CREEK, THE CITY OF LAKE DALLAS, AND THE CITY OF CORINTH AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Hickory Creek (the “Town”), Texas is a Type A General Law Municipality located in Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to enabling legislation of the State of Texas;

**WHEREAS**, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes governmental entities to contract with each other to perform governmental functions and services under the terms thereof; and

**WHEREAS**, the Town Council has been presented a proposed Interlocal Cooperation Agreement (the “Agreement”) by and between the Town of Hickory Creek, the City of Lake Dallas, and the City of Corinth for police mutual aid services, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

**WHEREAS**, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the Town Council is of the opinion that the terms and conditions thereof should be approved, and that the Town Administrator, shall be authorized to execute it on behalf of the Town of Hickory Creek.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Hickory Creek, Texas:

Section 1: That the Town Administrator of the Town of Hickory Creek, Texas, is hereby authorized to execute on behalf of the Town of Hickory Creek, Texas, the Agreement attached hereto as Exhibit A.

Section 2: This Resolution shall take effect immediately upon its passage.

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas this 16<sup>th</sup> day of September, 2019.

\_\_\_\_\_  
Lynn C. Clark, Mayor

ATTEST:

---

Kristi Rogers, Town Secretary

APPROVED AS TO FORM:

---

Dorwin L. Sargent, III, Town Attorney



STATE OF TEXAS  
COUNTY OF DENTON

§  
§  
§

INTERLOCAL COOPERATION AGREEMENT  
FOR POLICE MUTUAL AID

This **Interlocal Cooperation Agreement for Police Mutual Aid** ("**Agreement**") is entered as of the Effective Date by and among the **City of Lake Dallas** ("**Lake Dallas**"), a Texas home rule municipality, the **City of Corinth** ("**Corinth**"), a Texas home rule municipality, and the **Town of Hickory Creek** ("**Hickory Creek**"), a Texas Type A general law municipality. Lake Dallas, Corinth, and Hickory Creek are referred to hereafter collectively as "Parties" and separately as "the Party."

**RECITALS**

**WHEREAS**, it is the responsibility of the governments of Lake Dallas, Corinth and Hickory Creek to ensure the public safety of their residents by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

**WHEREAS**, Lake Dallas, Corinth and Hickory Creek have determined it is to the mutual advantage and benefit of each of the Parties to render police services to the other Parties in the case of an emergency or when requested by a Requesting Party; and

**WHEREAS**, it is the desire of the Parties to enter into this Agreement for Mutual Aid pursuant to the provisions of Texas Government Code Chapter 791 (the Interlocal Cooperation Act) and contract pursuant thereto;

**NOW, THEREFORE**, for the mutual consideration hereinafter stated the Parties agree as follows:

**AGREEMENT**

1. **Definitions.** As used in this Agreement, the following words and phrases shall have the following meanings unless the context clearly indicates a different meaning:

**Effective Date** means the date on which this Agreement has been signed by authorized representatives of all of the Parties.

**Emergency** shall mean any occurrence, or threat thereof, which results in substantial injury or harm to the population, or damage to or loss of property.

**Jurisdiction** with respect to each Party means that Party's incorporated city limits.

**Mutual Aid** shall have the meaning assigned to that phrase in Section 4, below.

**Police Chief** shall mean the person serving as Police Chief for each respective Party, and his or her authorized representative(s).

***Requesting Party*** means the Party requesting Mutual Aid assistance under this Agreement.

***Responding Party*** means the Party providing Mutual Aid assistance to a Requesting Party in response to a request made pursuant to this Agreement.

2. **Term; Early Termination.**

- a. **Term.** The initial term of this Agreement shall begin on the Effective Date and end on September 30, 2020. The term of this Agreement shall be extended for periods of one (1) year each beginning on October 1, 2020, and on each October 1<sup>st</sup> thereafter until terminated in accordance with this Agreement.
- b. **No-Fault Termination.** In addition to such other means of termination set forth in this Agreement, any Party may terminate its participation in this Agreement at any time without cause by delivering written notice of termination to the other Parties not later than ninety (90) days prior to the date of termination set forth in the notice.
- c. **Effect on Non-Terminating Parties.** The termination of participation in this Agreement by only one Party pursuant to Section 2.b. shall not result in the termination of this Agreement as long as neither of the non-terminating Parties also terminates its participation in this Agreement.

3. **Adequate Coverage for Own Jurisdiction.** The Parties understand and acknowledge that each Party is responsible for providing adequate law enforcement coverage for its own Jurisdiction and that the foremost responsibility of each Party is to first ensure that the Party's law enforcement resources are devoted to providing adequate law enforcement services to its own residents. This Agreement shall not be construed as imposing an unconditional obligation on any Party to this Agreement to provide aid and assistance to a Requesting Party. When a Party is unable to honor a request for aid and assistance, the Party will immediately inform the Requesting Party that it will not be able to provide the requested Mutual Aid.

4. **Mutual Aid.** In the event a Party's Police Chief determines that an event, incident, emergency, or an eminent threat of emergency is such that the Party's available law enforcement resources will likely be inadequate to address the event, incident or emergency (existing or threatened), the Police Chief of the Requesting Party shall notify either or both of the other Parties. The Police Chief of the Responding Party shall evaluate the request and the Party's available resources and respond in a manner deemed appropriate. No Party shall be required to provide Mutual Aid unless it determines that it has sufficient resources to do so based on current or anticipated events within its own jurisdiction.

- a. The Mutual Aid provided by the Responding Party may be recalled at the discretion of the Police Chief or of the Responding Party.
- b. Officers of the Responding Party will work under their own supervisors and with their own equipment to the extent possible.

- c. All general direction relative to the work will be given by the appropriate officers of the Requesting Party.
- e. Direction for the Responding Party's officers during regularly scheduled special events will be at the direction of the Requesting Party's designated Incident Commander.
- f. The Requesting Party will be responsible for arrests and detentions in the Requesting Party's Jurisdiction, unless circumstances dictate otherwise.
- g. All follow-up investigation for all offenses will be conducted by the Requesting Party.
- h. If any police officer of a Responding Party responds to an Emergency or a Request within a Requesting Party's jurisdiction, the command authority shall be determined as follows:
  - i. The Requesting Party shall exercise command unless otherwise provided in Paragraph ii, below.
  - ii. If a police officer of a Responding Party is first on the scene, that officer shall assume command and secure the area, maintain the integrity of the crime scene, establish a perimeter, as required, and begin to gather victim and witness information until a police officer from the Requesting Party's department arrives on the scene. Upon arrival, the Requesting Party's police officer shall assume command of the scene. Once command is transferred, the Responding Party's police officer shall not remain on the scene unless requested to do so by the Requesting Party.

**4. Authority of Responding Party's Officers.**

- a. Police officers of a Responding Party shall exercise criminal law enforcement powers outside of the Responding Party's jurisdiction and within the jurisdiction of the Requesting Party to the same extent as police officers of the Requesting Party acting within the jurisdiction of the Requesting Party provided the police officers of the Responding Party are present in the Requesting Party's jurisdiction pursuant to a request from the Requesting Party.
- b. This Agreement shall not be construed as authorizing the police officers of the Responding Party to perform routine patrols in the jurisdiction of the Requesting Party or to conduct investigations therein unless said patrols or investigations are the subject of a Request for Mutual Aid.

5. **Report Required.** Whenever assistance is provided under the terms of this Agreement, the Responding Party shall be responsible for generating a report regarding the incident, if required, and shall provide a copy of the same to the Requesting Party.
6. **Agency Policy and Procedures.** When conducting law enforcement activities within the jurisdiction of a Requesting Party, including, but not limited to, the use of force, the officers of the Responding Party shall adhere to the Responding Party's policies and procedures and use only those weapons and tactics for which said officers are qualified and authorized to use in accordance with the Responding Party's policies and procedures.
7. **Party Liability.**
  - a. **Lake Dallas.** To the extent allowed by law, and without waiving any immunity (governmental or otherwise) available to Lake Dallas under Texas or Federal law, or any other defenses Lake Dallas is able to assert under Texas or Federal law, Lake Dallas agrees to and accepts full responsibility for claims arising from or related to the negligent acts and/or omissions of Lake Dallas' officers, employees and agents that occur in association with providing the services to the other Parties pursuant to this Agreement.
  - b. **Corinth.** To the extent allowed by law, and without waiving any immunity (governmental or otherwise) available to Corinth under Texas or Federal law, or any other defenses Corinth is able to assert under Texas or Federal law, Corinth agrees to and accepts full responsibility for claims arising from or related to the negligent acts and/or omissions of Corinth's officers, employees and agents that occur in association with providing the services to the other Parties pursuant to of this Agreement.
  - c. **Hickory Creek.** To the extent allowed by law, and without waiving any immunity (governmental or otherwise) available to Hickory Creek under Texas or Federal law, or any other defenses Hickory Creek is able to assert under Texas or Federal law, Hickory Creek agrees to and accepts full responsibility for the negligent acts and/or omissions of Hickory Creek's officers, employees and agents that occur in association with providing the services to the other Parties pursuant to of this Agreement.
  - c. **Joint Responsibility.** If a claim or liability shall arise from the joint or concurring negligence of two or more of the Parties, such shall be borne by the Parties against whom the claim is made comparatively in accordance with the laws of the State of Texas as determined by a final, non-appealable judgment of a court of competent jurisdiction or as agreed by such Parties.
  - d. **Damage to Equipment.** All damages or repairs to any equipment or apparatus shall be the responsibility of the Party that owns such equipment or apparatus. In the event that damages to equipment or apparatus occurs during a natural disaster or a state of emergency, as declared by a local, state, or federal governing authority

(“a Disaster”), for which state or federal aid or grants may be sought in order to compensate the Party for the damages incurred or resources expended in in relation to the Disaster:

- i. Except as provided in paragraph ii, below, each Party shall be responsible for making application for funds to compensate the Party for said Party’s own damages or resources used as the result of the Disaster; and
  - ii. If only one Party is authorized to make application for recovery of damages that occurred in relation to the Disaster, inclusive of damages incurred by one or more of the other Parties, the Party making the application agrees to distribute to the other Parties the funds awarded to the Party making the application for that portion of the claim relating to the other Parties’ damages or resources used; provided, however, if the award is made in lump sum to the Party that made the application without stating the items within the claim application to which the award applies, the Parties agree that the award will be shared proportionately on a percentage basis based on the value of the damages incurred and resources spent during the Disaster as it relates to the entire claim for which the original application was made.
- e. **No Waiver of Immunity.** Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which the Parties, their officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit. By entering this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any persons or entities who are not parties to this Agreement.

## 8. **Compensation.**

- a. **Employee Compensation.** A Requesting Party shall not be required to pay any compensation to the Responding Party under this Agreement for services rendered by the employees of the Responding Party pursuant to this Agreement. Employees of the Responding Party who are assigned, designated or ordered by proper authority to perform duties pursuant to this Agreement at the request of the Requesting Party shall continue to receive the same wages, salary, pension, and other compensation and benefits for the performance of such duties, including injury or death benefits, disability payments, and workers’ compensation benefits, as though the service had been rendered within the limits of the Responding Party’s jurisdiction where the employees are regularly employed.
- b. **Worker’s Compensation.** Each Party to this Agreement shall comply with workers compensation laws of the State of Texas without any cost to the other Party.

- c. **Employee Injuries.** All medical expenses, wage and disability payments, pension payments, damage to equipment and clothing shall be paid by the Party by which the employee in question is regularly employed.

9. **Administration.** It is agreed by each of the Parties that for the purpose of liaison and administration, the Police Chief of the respective Party shall be responsible for serving as a liaison and for the purpose of administration of this Agreement on behalf of the Party with whom each Police Chief is employed.

10. **Miscellaneous.**

- a. **Notices.** Any notices or other communication required to be provided to a Party in this Agreement shall be in writing, addressed as provided hereinafter to the Party to whom the notice or other communication is given, and shall be either (i) delivered personally (hand-delivered), (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given: when received if delivered personally; 72 hours after deposit in the United States mail if sent by mail; and twenty-four (24) hours after deposit if sent by Federal Express or other nationally recognized carrier to be delivered overnight. Addresses for notices and/or other communications are as follows:

To Lake Dallas:

City of Lake Dallas, Texas  
212 Main Street  
Lake Dallas, Texas 75065  
Attn: Police Chief

With Copy to:

Kevin B. Laughlin  
Nichols, Jackson, Dillard, Hager & Smith, LLP  
500 N. Akard, Suite 1800  
Dallas, Texas 75201

To Corinth:

City of Corinth, Texas  
3300 Corinth Parkway  
Corinth, Texas 76208  
Attn: Police Chief

With Copy to:

Patricia Adams  
Messer, Fort & McDonald, PLLC  
6371 Preston Rd., Suite 200  
Frisco, Texas 75201

To Hickory Creek:

Town of Hickory Creek, Texas  
1075 Ronald Reagan Ave.  
Hickory Creek, Texas 75065  
Attn: Police Chief

With Copy to:

Dorwin L. Sargent, III  
Hayes Berry White Vanzant  
512 West Hickory, Suite 100  
Denton, Texas 76201

- b. **Governing Law, Venue.** This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Texas, without regard to choice of laws rules of any jurisdiction. Any and all suits, actions or legal proceedings between the Parties relating to this Agreement shall be maintained in the state courts of Denton County, Texas, which courts shall have exclusive jurisdiction for such purpose.
- c. **Relationship.** It is understood and agreed that the relationship between the Parties described in this Agreement is contractual in nature between independent Parties and does not constitute, and shall not be construed, as creating a partnership or joint venture relationship between the Parties. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any individual or entity that is not a signatory hereto.
- d. **Entire Agreement.** This Agreement represents the entire agreement between the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.
- e. **Amendment.** This Agreement may only be amended by written agreement of the Parties.
- f. **Headings; "Includes."** The section and subsection headings contained herein are for convenience only, shall not be used in interpretation of this Agreement, and are not intended to define or limit the scope of any provision of this Agreement. For purposes of this Agreement, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration and use of the terms does not create a presumption that components not expressed are excluded.
- g. **Severability.** The sections, subsection, and all provisions and portions of this Agreement are severable, and if any section, subsection, or other provision or

portion hereof is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future laws, such section, subsection, or other provision or portion shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable sections, subsection, or other provision or portion is not a part hereof, and the remaining sections, subsections, and other provisions and portions hereof shall remain in full force and effect.

- h. Assignment.** No Party may assign, transfer, or otherwise convey this Agreement, or any of its rights, duties, or obligations hereunder without the written consent of the other Party.
- i. Force Majeure.** No Party shall be liable to the other Parties for any failure, delay, or interruption in the performance of any of the terms, covenants, or conditions of this Agreement due to causes beyond the Party's control or because of applicable law, including, but not limited to, war, nuclear disaster, strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, floods, riots, rebellion, sabotage, terrorism, or any other circumstance for which a Party is not legally responsible or which is not reasonably within its power to control. The affected Party's obligation shall be suspended during the continuance of the inability then claimed, but for no longer period. To the extent possible, the Party shall endeavor to remove or overcome the inability claimed with reasonable dispatch.
- j. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- k. Authorized Signatories.** The person signing this Agreement on behalf of each Party has been properly authorized by the Parties' respective governing body to sign this Agreement for that Party.
- l. Payment with Current Funds.** Each Party represents that it will pay for the Party's costs incurred in association with the Party's provision of services pursuant to this Agreement from current funds available to the performing Party.

(Signatures on Following Pages)



*City of Lake Dallas Signature Page*

**SIGNED AND AGREED** this \_\_\_\_ day of \_\_\_\_\_, 2019.

**CITY OF LAKE DALLAS**

By: \_\_\_\_\_  
John Cabrales, Jr., City Manager

ATTEST

\_\_\_\_\_  
Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM

\_\_\_\_\_  
Kevin B. Laughlin, City Attorney

\_\_\_\_\_  
Daniel Carolla, Chief of Police

*City of Corinth Signature Page*

**SIGNED AND AGREED** this \_\_\_\_ day of \_\_\_\_\_, 2019.

**CITY OF CORINTH**

By: \_\_\_\_\_  
Bob Hart, City Manager

ATTEST

\_\_\_\_\_  
Kim Pence, City Secretary

APPROVED AS TO FORM

\_\_\_\_\_  
Patricia Adams, City Attorney

\_\_\_\_\_  
Jerry Garner, Chief of Police

*Town of Hickory Creek Signature Page*

**SIGNED AND AGREED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**TOWN OF HICKORY CREEK, TEXAS**

By: \_\_\_\_\_  
John M. Smith, Jr., Town Administrator

**ATTEST:**

\_\_\_\_\_  
Kristi Rogers

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Dorwin L. Sargent, III, Town Attorney

\_\_\_\_\_  
Carey Dunn, Chief of Police

**Item Attachment Documents:**

8. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek Hickory Creek, Texas, amending the Town's Code of Ordinances, Chapter 1: General Provisions: Article 1.01 Code of Ordinances.

**TOWN OF HICKORY CREEK  
ORDINANCE NO. 2019-09-\_\_\_\_**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, AMENDING THE TOWN'S CODE OF ORDINANCES, CHAPTER 1: GENERAL PROVISIONS: ARTICLE 1.01 CODE OF ORDINANCES; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENTS TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Hickory Creek is a Type A General Law Municipality located in Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

**WHEREAS**, the Town Council has determined that the Code of Ordinances shall be compiled, edited, and published by the Municipal Code Corporation, commonly known as Municode.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS:**

**SECTION 1  
INCORPORATION OF PREMISES**

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

**SECTION 2  
FINDINGS**

After due deliberations the Town Council has concluded that the adoption of this Ordinance is in the best interests of the Town of Hickory Creek, Texas, and of the public health, safety and welfare.

**SECTION 3  
AMENDMENT**

3.01 That the Code of Ordinances of the Town of Hickory Creek, Texas, Chapter 1 General Provisions: Article 1.01: Code of Ordinances: Section 1.01.001 Adoption is hereby amended to read:

“There is hereby adopted a Code of Ordinances of the Town of Hickory Creek, Texas, as compiled, edited and published by Municipal Code Corporation.”

."

3.02 All other articles, chapters, sections, subsections, paragraphs, sentences, phrases and words are not amended but are hereby ratified and affirmed.

#### **SECTION 4**

#### **CUMULATIVE REPEALER CLAUSE**

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on the date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

#### **SECTION 5**

#### **SAVINGS CLAUSE**

All rights and remedies of the Town of Hickory Creek, Texas are expressly saved as to any all violations of the provisions the Town's Code of Ordinances or of any other ordinance affecting subdivision regulations, which have secured at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

#### **SECTION 6**

#### **SEVERABILITY**

The provisions of this Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in whole or in part, the remaining and lawful provisions shall be of full force and effect and the Town shall promptly promulgate new revised provisions in compliance with the authority's decision or enactment.

#### **SECTION 7**

#### **ENGROSSMENT AND ENROLLMENT**

The Town Secretary is hereby directed to engross and enroll this Ordinance by copying the exact Caption and Effective Date clause in the minutes of the Town Council and by filing this Ordinance in the Ordinance records of the Town.

#### **SECTION 8**

**EFFECTIVE DATE**

This Ordinance shall become effective from and after its date of passage in accordance with law.

**AND IT IS SO ORDAINED**

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Lynn C. Clark, Mayor  
Town of Hickory Creek, Texas

ATTEST:

\_\_\_\_\_  
Kristi K. Rogers, Town Secretary  
Town of Hickory Creek, Texas

[SEAL]

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Attorney  
Town of Hickory Creek, Texas

**Item Attachment Documents:**

9. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending the Town's Code of Ordinances, Chapter 1: General Provisions: Article 1.11 Town Council Meetings.



**TOWN OF HICKORY CREEK  
ORDINANCE NO. 2019-09-\_\_\_\_\_**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, AMENDING THE TOWN'S CODE OF ORDINANCES, CHAPTER 1: GENERAL PROVISIONS: ARTICLE 1.11 TOWN COUNCIL MEETINGS; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENTS TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Hickory Creek is a Type A General Law Municipality located in Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

**WHEREAS**, the Town Council desires to comply with the letter and spirit of state laws protecting citizen access to Town Council meetings; and

**WHEREAS**, the Texas Open Meetings Act also provides that the Town may adopt reasonable rules to maintain order at a public meeting; and

**WHEREAS**, the Town Council has determined that the rules are narrowly tailored so as to prevent undue interference with an open and professional environment at Town Council meetings while fully respecting the right to record proceedings; and

**WHEREAS**, the Town Council has determined that public convenience will be enhanced by adoption of these rules.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS:**

**SECTION 1  
INCORPORATION OF PREMISES**

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

**SECTION 2  
FINDINGS**

After due deliberations the Town Council has concluded that the adoption of this Ordinance is in the best interests of the Town of Hickory Creek, Texas, and of the public health, safety and welfare.

### **SECTION 3** **AMENDMENT**

3.01 That the Code of Ordinances of the Town of Hickory Creek, Texas, Chapter 1 General Provisions: Article 1.11: Town Council Meetings: Section 1.11.001 Rules for Decorum is hereby amended to read:

- “a. Citizens and other visitors are welcome to attend all public meetings of the Town Council and will be admitted to the Town Council chamber or other room in which the Town Council is meeting, up to the fire safety capacity of the room.
- b. All meeting attendees shall conduct themselves with propriety and decorum. Conversations between or among audience members should be conducted outside the meeting room. Attendees will refrain from excessively loud private conversations while the Council is in session.
- c. Unauthorized remarks from the audience, stamping of the feet, applauding, whistles, yells, and similar demonstrations shall not be permitted.
- d. Placards, banners, signs, pamphlets, flyers, or political materials of any type will not be permitted in the Town Council chamber or in any other room in which the Town Council is meeting. Exhibits, displays, and visual aids used in connection with presentations to the Town Council, however, are permitted.
- e. Audience members may not place their feet on any chairs in the Town Council chamber or other room in which the Town Council is meeting.
- f. Only Town Council members and city staff may step onto the dais.
- g. All people wishing to address the Town Council shall first be recognized by the presiding officer and shall limit their remarks to the matter under discussion pursuant to the agenda for the meeting.
- h. All remarks and questions addressed to the Town Council shall be addressed to the Town Council as a whole and not to any individual members.
- i. Any person addressing the Town Council in the Town Council chamber shall do so from the lectern unless physically unable to do so. People addressing the Town Council shall not be permitted to approach the dais. If they wish to hand out papers or other materials to the Town Council, they should express that desire to the presiding officer, and the city administrator shall direct a staff member to hand out the materials.

j. When the time has expired for a presentation to the Town Council, the presiding officer shall direct the person speaking to cease. A second request from the presiding officer to cease speaking shall be cause of the removal of the speaker if that person continues to speak.

k. There will be a uniformed Town of Hickory Creek police officer present at all regular meetings of the Town Council. This police officer shall act in the capacity of a security officer/sergeant-at-arms, and shall enforce the meeting rules and act upon the direction of the presiding officer.

l. Any person making personal, impertinent, profane, or slanderous remarks, and said remark is not authorized by law, or who becomes boisterous while addressing the Town Council or who otherwise violates any of the above-mentioned rules while attending a Town Council meeting shall be removed from the room at the direction of the presiding officer, and the person shall be barred from further audience before the Town Council during that session of the Town Council. If the presiding officer fails to act, any member of the Town Council may move to require the offending person's removal, and the affirmative vote of a majority of the Town Council shall require the presiding officer to act. The sergeant-at-arms, if so directed by the presiding officer or an affirmative vote of the majority of the Town Council, shall remove the offending person from the meeting.

m. Citizens are encouraged to submit a speaker card at least five minutes prior to the beginning of the meeting. The card should clearly state the subject or issue on which the citizen wishes to speak.

n. Citizens speaking on agenda items shall restrict their comments to the subject matter listed.

o. Citizens speaking on non-agenda items shall only speak on matters pertaining to town business, or issues which the Council would have the authority to act upon if brought forth as an agenda item.

p. Council meetings are the workplace to carry out the business of the Town of Hickory Creek; therefore, any conduct that could constitute harassment in the workplace is prohibited.

q. A citizen addressing the council shall speak for no longer than three (3) minutes."

3.02 All other articles, chapters, sections, subsections, paragraphs, sentences, phrases and words are not amended but are hereby ratified and affirmed.

#### **SECTION 4** **CUMULATIVE REPEALER CLAUSE**

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall

take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on the date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

## **SECTION 5** **SAVINGS CLAUSE**

All rights and remedies of the Town of Hickory Creek, Texas are expressly saved as to any all violations of the provisions the Town's Code of Ordinances or of any other ordinance affecting subdivision regulations, which have secured at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

## **SECTION 6** **SEVERABILITY**

The provisions of this Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in whole or in part, the remaining and lawful provisions shall be of full force and effect and the Town shall promptly promulgate new revised provisions in compliance with the authority's decision or enactment.

## **SECTION 7** **ENGROSSMENT AND ENROLLMENT**

The Town Secretary is hereby directed to engross and enroll this Ordinance by copying the exact Caption and Effective Date clause in the minutes of the Town Council and by filing this Ordinance in the Ordinance records of the Town.

## **SECTION 8** **EFFECTIVE DATE**

This Ordinance shall become effective from and after its date of passage in accordance with law.

**AND IT IS SO ORDAINED**

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas,  
this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

---

Lynn C. Clark, Mayor  
Town of Hickory Creek, Texas

ATTEST:

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Kristi K. Rogers, Town Secretary  
Town of Hickory Creek, Texas

[SEAL]

APPROVED AS TO FORM:

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Town Attorney  
Town of Hickory Creek, Texas

**Item Attachment Documents:**

11. Interviews for various boards and commissions.



## **AGENDA INFORMATION SHEET**

**MEETING DATE:** September 16, 2019

**AGENDA ITEM:** Interviews for various boards and commissions.

**SUMMARY:** Board of Adjustments, Alternate 1 and Alternate 2 positions are vacant.

**Item Attachment Documents:**

13. Conduct a public hearing regarding the voluntary annexation of a 35.580 acre tract or tracts of land situated in the M.E.P. & P.R.R. Co. Survey, Abstract No. 915, Denton County, Texas, and consider and act on an ordinance adopting the same.



**TOWN OF HICKORY CREEK  
ORDINANCE NO. 2019-09-\_\_\_\_\_**

**AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE TOWN OF HICKORY CREEK, DENTON COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID TOWN SO AS TO INCLUDE A CERTAIN 35.580 ACRE TRACT OR TRACTS OF LAND SITUATED IN THE M.E.P. & P.R.R. CO. SURVEY, ABSTRACT NO. 915, DENTON COUNTY, TEXAS WITHIN SAID TOWN LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE TOWN; ADOPTING A SERVICE PLAN; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Hickory Creek is a Type A General Law Municipality located in Denton County, Texas created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

**WHEREAS**, Chapter 43 of the Texas Local Government Code of the Town of Hickory Creek, Texas, an incorporated city, authorizes the annexation of territory, subject to the laws of this state.

**WHEREAS**, the procedures prescribed by the Texas Local Government Code and the laws of this state have been duly followed with respect to the following described territory more particularly described in Exhibit "A" which is attached hereto and incorporated herein.

**NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS:**

1. That the heretofore described property is hereby annexed to the Town of Hickory Creek, Denton County, Texas, and that the boundary limits of the Town of Hickory Creek be and the same are hereby extended to include the above described territory within the Town limits of the Town of Hickory Creek, and the same shall hereafter be included within the territorial limits of said Town, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the Town of Hickory Creek and they shall be bound by the acts, ordinances, resolutions, and regulations of said Town.
2. A service plan for the area is hereby adopted and attached as Exhibit "B."
3. The Town Secretary is hereby directed to file with the County Clerk of Denton County, Texas, a certified copy of this ordinance.
4. This ordinance shall become effective from and after its date of adoption and publication as provided by law, and it is so ordained.

**AND IT IS SO ORDAINED.**

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas,  
this 21st day of May, 2019.

---

Lynn C. Clark, Mayor  
Town of Hickory Creek, Texas

ATTEST:

---

Kristi K. Rogers, Town Secretary  
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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Dorwin L. Sargent, III, Town Attorney  
Town of Hickory Creek, Texas

## ***EXHIBIT A***

35.580 acres situated in the M.E.P.& P.R.R CO. SURVEY, Abst. No. 915, Denton County, Texas, being a portion of the tract described in deed to Lennon II Family Partnership by deed recorded in Document No. 96-0042656, Deed Records, Denton County, Texas, and a portion of the tract described in deed to Lennon II Family Partnership by deed recorded in Document No. 96-0042657, Deed Records, Denton County, Texas, and being more particularly described, as follows:

Beginning at a 1/2" iron rod capped HALFF found, the northwest corner of the tract described in deed to Town of Hickory Creek by deed recorded in Document Number 2018-39882, Deed Records, Denton County, Texas, in the east line of PARKRIDGE DRIVE (a variable width Right-of-Way), from which a 5/8" iron rod found, the southwest corner of said Town of Hickory Creek Tract, bears S 10°27'17" E, 102.88 feet;

THENCE along the east line of said PARKRIDGE DRIVE as follows:

N 12°31'51" W. 225.65 feet to o 5/8" iron rod capped TNP found;

N 13°52'57" W. 448.21 feet to o 1/2" iron rod capped MIZELL 6165 set at the beginning of a curve to the left whose radius is 1530.00 feet and whose long chord bears N 16°25'38" W, 135.81 feet;

Along said curve, in a northerly direction, through a central angle of 05°05'15" a distance of 135.86 feet to a 1/2" iron rod capped MIZELL 6165 set at the end of said curve, at the beginning of a curve to the right whose radius is 590.50 feet and whose long chord bears N 15°24'41" W, 73.32 feet;

Along said curve, in a northerly direction, through a central angle of 07°07'07" a distance of 73.37 feet to a 5/8" iron rod capped TNP found at the end of said curve, at the beginning of a curve to the left whose radius is 309.50 feet and whose long chord bears N 17°23'26" W, 59.972 feet;

Along said curve, in a northerly direction, through a central angle of 11°07'12" a distance of 60.07 feet to a 5/8" iron rod capped TNP found at the end of said curve;

THENCE N 22°58'34" W. 135.89 feet to an aluminum disk stamped TXDOT in the southerly line of TEASLEY DRIVE (a variable width Right-of-Woy);

THENCE along the southerly line of said TEASLEY DRIVE, as follows:

N 25°22'56" W. 21.95 feet to a 1/2" iron rod capped MIZELL 6165 set;

N 38°04'53" E. 17.10 feet to a 1/2" iron rod capped MIZELL 6165 set;

S 89°41'36" E, 1612.64 feet to an aluminum disk stamped TXDOT in the east line of said Lennon II Family Limited Partnership (96-0042656) tract, for the northwest corner of the tract described in deed to Alan Harvey Goldfield and Shirley Mae Goldfield by deed recorded in Document Number 2013-58239, Deed Records, Denton County, Texas, from which on aluminum disk stamped TXDOT, for the northeast corner of said Goldfield tract, bears N

89°41'36" E, 1339.39 feet;

THENCE S 01°24'03" E, along the east line of said Lennon II Family Limited Partnership (96-0042656) tract, passing the southeast corner of said Lennon II Family Limited Partnership (96-0042656) tract and the northeast corner of said Lennon II Family Limited Partnership (96-0042657) tract, continuing along the east line of said Lennon II Family Limited Partnership (96-0042657) tract, in all, a distance of 1029.50 feet to a 1/2" iron rod capped HALFF found, the northeast corner of said Town of Hickory Creek tract;

THENCE S 88°33'16" W, along the north line of said Town of Hickory Creek tract, 1353.99 feet to the POINT OF BEGINNING and containing 35.580 acres of land.

**EXHIBIT B**  
**TOWN OF HICKORY CREEK SERVICE PLAN**

**I. ANNEXED AREA**

Approximately 35.580 acre tract or tracts of land situated in the M.E.P. & P.R.R. Co. Survey, Abstract No. 915, Denton County, Texas.

**II. INTRODUCTION**

This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed areas described above ("Annexed Area") will be provided or made available on behalf of the Town of Hickory Creek (hereinafter the "Town") in accordance with the following service plan. The Town of Hickory Creek shall provide the Annexed Area the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the Town with similar topography, land use, and population density.

**III. AD VALOREM (PROPERTY OWNER) TAX SERVICES**

**A. Police Protection**

Police protection from the Town of Hickory Creek Police Department shall be provided to the Annexed Area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the ordinance. Some of these services include:

1. Normal patrol and responses;
2. Handling of complains and incident reports;
3. Special units, such as traffic enforcement and investigations; and
4. Coordination with other public safety support agencies.

Police protection will be provided at a level consistent with other similarly situated areas within the town limits.

**B. Fire Protection**

The Town contracts through an interlocal agreement for fire protection with the Lake Cities Fire Department. The Department will provide emergency and fire prevention services to the Annexed Area. These services include:

1. Fire suppression and rescue;
2. Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
3. Hazardous materials response and mitigation;
4. Emergency prevention and public education efforts;
5. Technical rescue response; and
6. Construction Plan Review and required inspections.

Fire protection from the Lake Cities Fire Department shall be provided to the Annexed Area at a level consistent with current methods and procedures presently provided to similar areas of the Town on the effective date of the ordinance.

Fire protection will be provided at a level consistent with similarly situated areas within the city limits.

**C. Emergency Medical Services**

The Town contracts through an interlocal agreement for emergency medical services (EMS) with the Lake Cities Fire Department. The Department will provide emergency and safety services to the Annexed Area on the effective date of the annexation. These services include:

1. Emergency medical dispatch and pre-arrival First Aid instructions;
2. Pre-hospital emergency Advanced Life Support (ALS) response; and transport; and
3. Medical rescue services.

EMS will be provided at a level consistent with similarly situated areas within the city limits.

**D. Solid Waste**

Solid Waste and Recycling Collection Services will be provided to the Annexed Area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the Town. Private solid waste collection service providers operating in the Annexed Area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code.

**E. Wastewater Facilities**

Publicly provided wastewater service is within service areas of Lake Cities Municipal Utility Authority. LCMUA currently serves the area with wastewater services.

Operation and maintenance of wastewater facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

**F. Water Facilities**

The proposed annexed area is within service areas of Lake Cities Municipal Utility Authority. LCMUA currently serves the area with wastewater services.

Operation and maintenance of water facilities in the annexed areas that are within the service area of another water utility will be responsibility of that utility.

Existing developments, business or homes that are on individual water wells or private water systems will be allowed to continue to remain on these systems until a request for water service is made to LCMUA. These requests for service will be handled in accordance with the applicable utility service line extension and connection policies currently in place at the time the request for service is received.

**G. Road and Streets**

Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the Town's annual program and in accordance with the current policies and procedures defined by the ordinance and/or as established by the Town Council.

Any construction or reconstruction will be considered within the annexed area on a Town-wide basis and within the context of the Town's CIP and/or yearly fiscal budgetary allotments by the Town Council.

Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the Town Council. If a sign remains, it will be reviewed and placed on the Town's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.

Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the Town Council.

**H. Parks, Playgrounds, Swimming Pools**

Residents within the Annexed Area may utilize all existing Town parks and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.

As development commences in the Annexed Area, additional park and recreation facilities shall be constructed based on park policies defined in the Town's Comprehensive Plan. The general planned locations and classifications of parks will ultimately serve residents from the current Town limits and residents from areas being considered for annexation.

**I. Publicly Owned Facilities**

Any publicly owned facility, building, or service located within the Annexed Area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the Town on the effective date of the annexation ordinance.

**J. Other services**

Other services that may be provided by the Town, such as municipal and general administration will be made available on the effective date of the annexation. The Town shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the Town with similar topography, land use, and population density similar to those reasonably contemplated or projected in the Annexed Area.

**IV. UNIFORM LEVEL OF SERVICES IS NOT REQUIRED**

Nothing in this Service Plan shall require the Town to provide a uniform level of full municipal services to each area of the Town, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service.

**V. TERM**

This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the Town Council.

**VI. AMENDMENTS**

This Service Plan may be amended if the Town Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The Town Council may amend the Service Plan to conform to the changed conditions or subsequent occurrences pursuant to Texas Local Government Code, Section 43.056.



**Item Attachment Documents:**

16. Consider and act on a final plat of the Prat Meadow Addition, 5.020 acres situated in the J. Ramsey Survey, A-1075, Town of Hickory Creek, Denton County, Texas. The property is located in the 100 block of S. Hook Street.



September 12, 2019  
AVO 35309.001

Ms. Chris Chaudoir  
Town of Hickory Creek  
1075 Ronald Reagan Avenue  
Hickory Creek, TX 75065

**RE: Prat Meadow Addition – Final Plat  
4<sup>th</sup> Review**

Dear Ms. Chaudoir:

The Town of Hickory Creek received a Final Plat application for the Prat Meadow Addition on August 28, 2019. A revised Final Plat was received on September 12, 2019. The surveyor is Landmark Surveyors. The owners are Kent and Serene Prat.

**Halff recommends approval of the revised Final Plat received on September 12, 2019.**

**Please note the following:**

1. This is a “Flag Lot” located behind Lot 1. Flag lots are generally not desirable because of the narrow width of the lot from the public street back to the lot. This narrow width with a flag lot has the following problems:
  - a. Makes it difficult for emergency vehicles
  - b. Requires a long driveway
  - c. Creates a secluded area behind the front lot
  - d. Rear lot has no control over what is developed on the front lot.

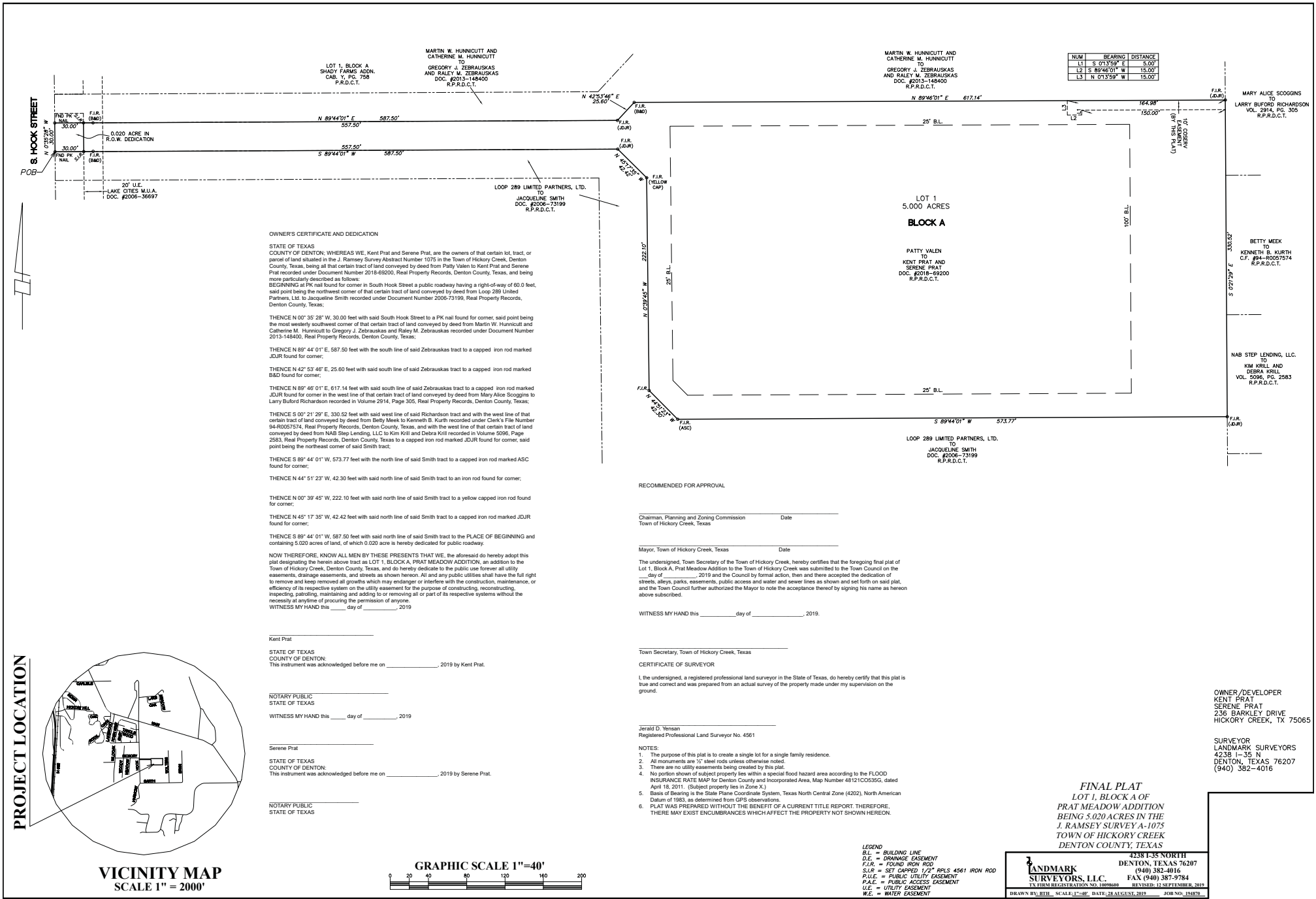
Sincerely,

**HALFF ASSOCIATES, INC.**

A handwritten signature in blue ink, appearing to read "Lee Williams", is written over a faint, larger signature.

Lee Williams, PE  
Project Manager

C: Kristi Rogers – Town Secretary  
John Smith – Town Administrator



**Item Attachment Documents:**

17. Consider and act on a final plat of the Lyons-Freese Addition, 4.302 acres situated in the J.W. Simmons Survey, Abstract No. 1163, Town of Hickory Creek, Denton County, Texas. The property is located in the 1200 block of Turbeville Road.



September 11, 2019

AVO 35309.001

Ms. Chris Chaudoir  
Town of Hickory Creek  
1075 Ronald Reagan Avenue  
Hickory Creek, TX 75065

**RE: Lyons-Freese Addition – Final Plat  
3<sup>rd</sup> Review**

Dear Ms. Chaudoir:

The Town of Hickory Creek received the final plat for the Lyons-Freese Addition on August 13, 2019. A revised final plat was received, reviewed, and recommended for approval by the Town Planning and Zoning Commission on September 4, 2019. The surveyor is G&A/McAdams. The owner is Lyons American Securities, Inc..

**Halff recommends approval of the revised final plat received on September 4, 2019.**

**Please also note the following:**

1. Without the benefit of a Preliminary Plat review, please note a Re-Plat may be required in the future if any easements, setbacks, or other information changes when the lots develop.
2. The Temporary Drainage Easement shown on the Plat and described in Note 6 cannot be abandoned until the development's storm drain system tying into the new storm drain system on Turbeville Road is constructed. This Plat establishes the permanent Drainage Easement required for abandonment of the Temporary Drainage Easement, but the Temporary Drainage Easement will have to remain in place until the storm drain system is in place and eliminates the need for the detention pond. That abandonment will need to be addressed through a separate instrument or a Re-Plat in the future.

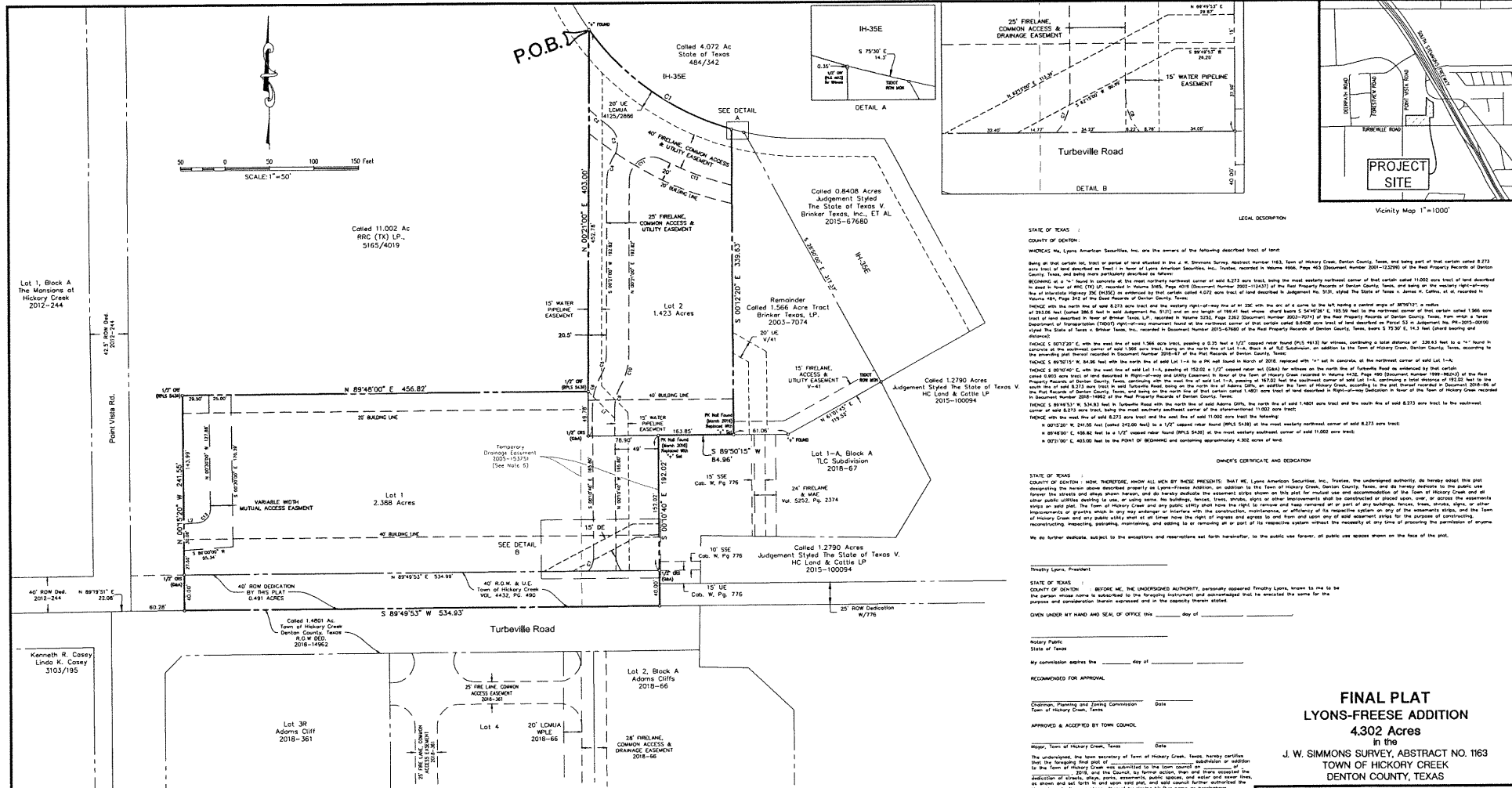
Sincerely,

**HALFF ASSOCIATES, INC.**

A handwritten signature in blue ink, appearing to read "Lee Williams", is written over a horizontal line.

Lee Williams, PE  
Project Manager

C: Kristi Rogers – Town Secretary  
John Smith – Town Administrator



STATE OF TEXAS :  
COUNTY OF DENTON :  
I, Mark Paine, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that the foregoing plat was prepared by me or under my supervision and that I am a duly licensed and qualified person to perform such duties.

OWNERS CERTIFICATE AND DECLARATION  
I, Mark Paine, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that the foregoing plat was prepared by me or under my supervision and that I am a duly licensed and qualified person to perform such duties.

STATE OF TEXAS :  
COUNTY OF DENTON :  
I, Mark Paine, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that the foregoing plat was prepared by me or under my supervision and that I am a duly licensed and qualified person to perform such duties.

APPROVED & ACCEPTED BY TOWN COUNCIL  
Mayor, Town of Hickory Creek, Texas \_\_\_\_\_ Date \_\_\_\_\_

**FINAL PLAT**  
**LYONS-FREESE ADDITION**  
**4.302 Acres**  
in the  
**J. W. SIMMONS SURVEY, ABSTRACT NO. 1163**  
**TOWN OF HICKORY CREEK**  
**DENTON COUNTY, TEXAS**

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 44°30'00" E	42.00'
L2	N 86°30'00" E	16.00'

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	LONG CHORD
C1	293.06'	38°59'12"	199.41'	S 54°49'20" E, 195.99'
C2	353.06'	4°21'12"	28.98'	S 48°36'24" E, 28.97'
C3	35.00'	84°18'27"	36.79'	S 68°18'10" E, 35.94'
C4	36.00'	2°19'00"	2.76'	S 18°20'00" E, 2.76'
C5	30.00'	29°13'00"	25.48'	S 19°53'00" E, 25.51'
C6	75.00'	29°43'42"	38.91'	S 14°11'17" E, 38.48'
C7	35.00'	41°18'20"	16.01'	S 20°17'29" E, 17.62'
C8	25.00'	41°18'24"	18.02'	N 20°49'23" E, 17.63'
C9	30.00'	29°43'42"	25.94'	S 14°11'17" E, 25.95'
C10	75.00'	29°43'42"	38.92'	S 14°11'17" E, 38.49'
C11	25.00'	114°18'24"	30.72'	S 30°30'12" E, 42.47'
C12	35.00'	124°33'00"	64.39'	S 70°12'36" E, 64.39'
C13	15.00'	86°30'00"	23.60'	N 42°49'53" E, 20.36'

**LEGEND**

MAE = MUTUAL ACCESS EASEMENT  
SSE = SANITARY SEWER EASEMENT  
UE = UTILITY EASEMENT  
DE = DRAINAGE EASEMENT  
RF = REBAR FOUND  
CRF = CAPPED REBAR FOUND  
P.O.B. = POINT OF BEGINNING  
R.O.W. = RIGHT OF WAY

**NOTES**

1. Bearings based on Texas Coordinate System, North Central Zone (4202), NAD '83.

2. Surveyor has made no investigation or independent search for encumbrances, restrictions, easements, adverse title evidence, or any other facts that an accurate abstract of title may disclose.

3. No road zone area analysis has been performed by G&A | MCADAMS, on the subject property.

4. All original copies of survey maps and descriptions prepared by the surveyor and firm whose names appear herein will contain an embossed surveyor's seal. Any map or description copy without that embossed seal is merely a copy not prepared in the office of the surveyor and may contain alterations or deviations made without the knowledge or oversight of the surveyor.

5. Declaration is made in original purchase of the survey. It is not transmittable to additional institutions or subsequent owners. G&A | MCADAMS and the Surveyor will not be liable for any unauthorized use hereof.

6. Temporary Drainage Easement (Document No. 2005-153751) is to be abandoned upon completion of an appropriate storm drain system, as described in the terms and conditions of the easement. This Plat does not abandon the existing Temporary Drainage Easement.

7. Field work performed during the month of July 2019.

**SURVEYOR'S STATEMENT**

I, Mark Paine, a Registered Professional Land Surveyor in the State of Texas, have prepared this plat of the above property from an actual survey on the ground, and this plat represents that survey made by me or under my supervision.

**PRELIMINARY DOCUMENT:**  
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED ON VEHICLES OR RELEASING AS A FINAL SURVEY DOCUMENT.

Mark Paine, RPLS  
Texas Registration No. 5078

FILED \_\_\_\_\_ DOC # \_\_\_\_\_ PRDCT.

**G&A | MCADAMS**

OWNER/DEVELOPER  
**LYONS AMERICAN SECURITIES, INC.**  
400 N. CANE BRANCH ROAD  
WAKAMACHE, TEXAS 76787  
PH. 817-438-8496  
CONTACT TIM LYONS

DRAWN BY: SP DATE: 7/24/2019 SCALE: 1"=50' JOB: NO. SPEC-19166

**Item Attachment Documents:**

18. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek ratifying the property tax revenue increase reflected in the fiscal year 2019-2020 budget.

**TOWN OF HICKORY CREEK**  
**ORDINANCE NO. 2019-09-\_\_\_\_\_**

**AN ORDINANCE OF THE TOWN OF HICKORY CREEK, TEXAS  
RATIFYING THE PROPERTY TAX REVENUE INCREASE REFLECTED  
IN THE FISCAL YEAR 2019-2020 BUDGET; AND PROVIDING AN  
EFFECTIVE DATE.**

**WHEREAS**, the Town of Hickory Creek is a Type A General Law Municipality located in Denton County, Texas created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

**WHEREAS**, Section 102.007 of the Texas Local Government Code provides in part that the adoption of a budget that will require raising more revenue from property taxes than in the previous year requires a separate vote of the governing body to ratify the property tax revenue increase reflected in the budget; and

**WHEREAS**, the Fiscal Year 2019-2020 Budget, as adopted, requires raising more property taxes than last year's budget by \$63,041 and of that amount \$46,263 is tax revenue to be raised from new property added to the tax roll this year.

**WHEREAS**, the Fiscal Year 2019-2020 Budget, as adopted, requires raising more revenue from property taxes than in the previous year, and the Town Council desires by adoption of this Ordinance to ratify the property tax revenue increase reflected in the Town's Fiscal Year 2019-2020 Annual Budget.

**NOW THEREFORE BE IT ORDAINED BY THE TOWN COUNCIL OF THE  
TOWN OF HICKORY CREEK, TEXAS:**

**Section 1.** The Hickory Creek Town Council, as the governing body of the Town of Hickory Creek, Texas, having adopted the Fiscal Year 2019-2020 Annual Budget that will require raising more revenue from property taxes than in the previous year, hereby ratifies the property tax increase reflected in the Fiscal Year 2019-2020 Annual Budget.

**Section 2.** The above and foregoing premises are true and correct and are incorporated herein and made a part hereof.

**Section 3.** This Ordinance shall become effective from and after its date of passage in accordance with law.

**AND IT IS SO ORDAINED.**

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas, this the 16th day of September, 2019.

---

Lynn C. Clark, Mayor  
Town of Hickory Creek



ATTEST:

\_\_\_\_\_  
Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

Councilmember Elrod	_____Aye	_____Nay
Councilmember DuPree	_____Aye	_____Nay
Councilmember Gordon	_____Aye	_____Nay
Councilmember Kenney	_____Aye	_____Nay
Councilmember Theodore	_____Aye	_____Nay

APPROVED AS TO FORM:

\_\_\_\_\_  
Dorwin L. Sargent, III Town Attorney  
Town of Hickory Creek, Texas

**Item Attachment Documents:**

19. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, accepting the 2019 Certified Tax Roll for the Town of Hickory Creek; approving the 2019 Ad Valorem Tax Rate and levying 0.330402 on each one hundred dollars of assessed valuation of all taxable property within the corporate limits of the Town for the fiscal year beginning October 1, 2019 and ending September 30, 2020.

**TOWN OF HICKORY CREEK  
ORDINANCE NO. 2019-09-\_\_\_\_\_**

**ACCEPTING THE 2019 AD VALOREM TAX ROLL AND  
APPROVING THE 2019 AD VALOREM TAX RATE AND LEVY**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, ACCEPTING THE 2019 CERTIFIED TAX ROLL FOR THE TOWN OF HICKORY CREEK; APPROVING THE 2019 AD VALOREM TAX RATE AND LEVYING \$0.330402 ON EACH ONE HUNDRED DOLLARS OF ASSESSED VALUATION OF ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE TOWN FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020; THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE; PROVIDING FOR A DUE DATE AND DELINQUENCY DATE; PROVIDING FOR THE COLLECTION AND USE OF PENALTY AND INTEREST ON DELINQUENT TAXES; DIRECTING THE TAX ASSESSOR/COLLECTOR TO ASSESS AND COLLECT AD VALOREM PROPERTY TAXES; PROVIDING CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Hickory Creek is a Type A General Law Municipality located in Denton County, Texas created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

**WHEREAS**, the Town Council of the Town of Hickory Creek has received and reviewed the 2019 certified property tax rolls submitted by the Denton Central Appraisal District; and

**WHEREAS**, the effective tax rate and rollback rate have been duly calculated and published in the town's official newspaper as prescribed by Chapter 26, Section 26.04 of the Tax Code and in accordance with the rules and regulations of the Texas State Property Tax Board; and

**WHEREAS**, a budget appropriating revenue generated by the collection of ad valorem taxes for the use and support of the municipal government of the Town of Hickory Creek has been approved and adopted by the Town of Hickory Creek Council as required by Title Four (4), Section 102.009 of the Local Government Code.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS:**

**SECTION 1  
APPROVING THE TAX RATE AND LEVY**

That there be and is hereby levied for the fiscal year 2019 on all taxable property, real personal and mixed, situated within the town limits of the Town of Hickory Creek, Texas, and not exempt by the Constitution of the State and valid State laws, a tax of \$0.330402 on each One Hundred Dollars (\$100.00) assessed value of taxable property, and shall be apportioned and distributed as follows:

(a) For the purpose of defraying current expenses of the municipal government of the town, a tax of \$0.198590 on each One Hundred Dollars (\$100.00) assessed value of taxable property.

(b) For the purpose of creating a sinking fund to pay the interest and principal on all outstanding bonds of the town not otherwise provided for, a tax of \$0.131812 on each One-Hundred Dollars (\$100.00) assessed value of taxable property which shall be applied to the payment of such interest and maturities of all outstanding bonds.

## **SECTION 2**

### **DUE DATE AND DELINQUENCY DATE**

All ad valorem taxes shall become due and payable on October 1, 2019, and all ad valorem taxes for the year shall become delinquent after January 31, 2020. There shall be no discount for payment of taxes prior to January 31, 2020. A delinquent tax shall incur all penalty and interest authorized by law, to wit: a penalty of six percent (6%) of the amount of the tax for the first calendar month it is delinquent plus one percent (1%) for each additional month or portion of a month the tax remains unpaid prior to July 1 of the year in which it becomes delinquent.

Provided, however, a tax delinquent on July 1 incurs a total penalty of twelve percent (12%) of the amount of the delinquent tax without regard to the number of months the tax has been delinquent. A delinquent tax shall also accrue interest at a rate of one percent (1%) for each month or portion of a month the tax remains unpaid. Taxes that remain delinquent on July 1, 2020, incur an additional penalty of fifteen percent (15%) of the amount of taxes, penalty, and interest due; such additional penalty is to defray costs of collection due to contract with the Town Attorney pursuant to Section 6.30 of the Property Tax Code.

## **SECTION 3**

### **DIRECTION TO THE TAX ASSESSOR/COLLECTOR**

The Town of Hickory Creek has entered into an interlocal cooperative agreement with Denton County which designates Denton County as the tax assessor/collector for The Town of Hickory Creek and is hereby directed to assess and collect, for the fiscal year 2019-2020, the rates and amounts herein levied, when such taxes are collected, to distribute such collections in accordance with this ordinance and the provisions stated in the interlocal cooperative agreement.

## **SECTION 4**

### **PENALTY AND INTEREST**

All taxes shall become a lien upon the property against which assessed and the Town tax assessor/collector for the Town of Hickory Creek, Texas shall, by virtue of the tax rolls, fix and establish a lien by levying upon such property, whether real or personal, for the payment of said taxes, penalty and interest, and the penalty and interest collected from such delinquent taxes shall be appropriated for the general fund of the Town of Hickory Creek, Texas. All delinquent ad valorem taxes and related penalties and interest for the tax years prior to 2019 which are collected during the fiscal year 2019-2020 shall be allocated to the general fund for maintenance and operation of the Town of Hickory Creek, Texas.

**SECTION 5**  
**CUMULATIVE REPEALER**

This Ordinance shall be cumulative of all provisions of ordinances of the Town of Hickory Creeks Texas except where the provision of this ordinance are in direct conflict with the provisions of such ordinances, in which even the conflicting provisions of such ordinances are hereby repealed.

**SECTION 6**  
**SEVERABILITY**

That if any section, subsection paragraph, clause, phrase or provision of this ordinance shall be adjudged invalid or held unconstitutional, the same shall not affect the validity of this ordinance as a whole or any part of provision thereof, other than the part so decided to be invalid or unconstitutional.

**SECTION 7**  
**ENGROSSMENT AND ENROLLMENT**

The Town Secretary of the Town of Hickory Creek is hereby directed to engross and enroll this ordinance by copying the caption, publication clause, penalty clause, and effective date clause in the minutes of the Town Council of the Town of Hickory Creek and by filing this Ordinance in the ordinance records of the Town.

**SECTION 8**  
**PUBLICATION CLAUSE**

The Town Secretary of the Town of Hickory Creek, Texas is hereby directed to publish in the official newspaper of the Town of Hickory Creek, the caption and Effective Date clause of this Ordinance for two (2) days as required by Section 52.011 of the Texas Local Government Code.

**SECTION 9**  
**EFFECTIVE DATE**

This ordinance shall be in full force and effect from the date after its date of passage and publication in the official newspaper.

**AND IT IS SO ORDAINED.**

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas, this the 16th day of September, 2019.

\_\_\_\_\_  
Lynn C. Clark, Mayor  
Town of Hickory Creek, Texas

ATTEST:

---

Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

Councilmember Elrod	_____Aye	_____Nay
Councilmember DuPree	_____Aye	_____Nay
Councilmember Gordon	_____Aye	_____Nay
Councilmember Kenney	_____Aye	_____Nay
Councilmember Theodore	_____Aye	_____Nay

APPROVED AS TO FORM:

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Dorwin L. Sargent, Town Attorney  
Town of Hickory Creek, Texas

**Item Attachment Documents:**

20. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending the Town's Code of Ordinances, Chapter 1: General Provisions: Article 1.07 Boards and Commissions.

**TOWN OF HICKORY CREEK  
ORDINANCE NO. 2019-09-\_\_**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, AMENDING THE TOWN'S CODE OF ORDINANCES, CHAPTER 1: GENERAL PROVISIONS: ARTICLE 1.07 BOARDS AND COMMISSIONS; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENTS TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Hickory Creek is a Type A General Law Municipality located in Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

**WHEREAS**, the Town Council desires to ensure that membership of Town boards and commissions is held only by qualified registered voters who actually reside within the corporate limits of the Town for the duration of their term.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS:**

**SECTION 1  
INCORPORATION OF PREMISES**

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

**SECTION 2  
FINDINGS**

After due deliberations the Town Council has concluded that the adoption of this Ordinance is in the best interests of the Town of Hickory Creek, Texas, and of the public health, safety and welfare.

**SECTION 3  
AMENDMENT**

3.01 That the Code of Ordinances of the Town of Hickory Creek, Texas, Chapter 1 General Provisions: Article 1.07: Boards and Commissions: Section 1.07.002 Organization of Boards and Commissions: Subsection (a) is hereby amended to read:



“Unless otherwise established in this article, the Town Council shall appoint seven Members to each board or commission for a term of two years. Members shall serve without compensation and shall be subject to removal for any cause deemed sufficient by majority vote of the Town Council and as required by law. Members shall be qualified registered voters of the Town at the time of appointment and shall remain so for the duration of their term. In the event that a Member at any time during their term fails to qualify as a voter of Hickory Creek or allows their voter registration to lapse their appointment is terminated and their seat deemed vacant by operation of law, without further action required by either the board, commission, or Town Council. The board or commission shall make a record of the termination and vacancy in the minutes of its’ next regular meeting. Vacancies shall be filled for the unexpired term of any member whose place becomes vacant for any cause, in the same manner as the original appointment was made. If any Member fails to attend three or more consecutive meetings, or any three regular meetings in a 12-month period, the place held by that Member may be declared vacant by the Town Council.”

3.02 That the Code of Ordinances of the Town of Hickory Creek, Texas, Chapter 1 General Provisions: Article 1.07: Boards and Commissions: Section 1.07.002 Organization of Boards and Commissions: Subsection (d) is hereby amended to read:

“At the first meeting after the appointment of members of a board or commission for a new term, the members shall elect one of their members as the chairman and one of their members as the vice-chairman. In the absence of the chairman, the vice-chairman shall act as chairman and shall exercise all powers of the chairman. In the event of the absence of the chairman and vice-chairman, another member may preside over the meeting. In the event a chairman or vice-chairman is no longer a member of the board or commission, his or her position will be filled at the next regular meeting of the board or commission for the remainder of the term. Town staff will coordinate meetings and will be responsible for creation of the agenda and minutes.”

3.03 All other articles, chapters, sections, subsections, paragraphs, sentences, phrases and words are not amended but are hereby ratified and affirmed.

#### **SECTION 4** **CUMULATIVE REPEALER CLAUSE**

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on the date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

#### **SECTION 5** **SAVINGS CLAUSE**

All rights and remedies of the Town of Hickory Creek, Texas are expressly saved as to any all violations of the provisions the Town's Code of Ordinances or of any other ordinance affecting subdivision regulations, which have secured at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance buy may be prosecuted until final disposition by the court.

#### **SECTION 6** **SEVERABILITY**

The provisions of this Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in while in part, the remaining and lawful provisions shall be of full force and effect and the Town shall promptly promulgate new revised provisions in compliance with the authority's decision or enactment.

#### **SECTION 7** **ENGROSSMENT AND ENROLLMENT**

The Town Secretary is hereby directed to engross and enroll this Ordinance by copying the exact Caption and Effective Date clause in the minutes of the Town Council and by filing this Ordinance in the Ordinance records of the Town.

#### **SECTION 8** **EFFECTIVE DATE**

This Ordinance shall become effective from and after its date of passage in accordance with law.

#### **AND IT IS SO ORDAINED**

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

---

Lynn C. Clark, Mayor  
Town of Hickory Creek, Texas

ATTEST:

---

Kristi K. Rogers, Town Secretary  
Town of Hickory Creek, Texas

[SEAL]

APPROVED AS TO FORM:

---

Town Attorney  
Town of Hickory Creek, Texas

**Item Attachment Documents:**

21. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement for Body Worn and In Car Cameras and related services with Utility Associates, Inc.

**TOWN OF HICKORY CREEK, TEXAS  
RESOLUTION NO. 2019-0916-\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS TO EXECUTE AN AGREEMENT FOR BODY WORN AND IN CAR CAMERAS AND RELATED SERVICES WITH UTILITY ASSOCIATES, INC. AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Hickory Creek (the “Town”), Texas is a Type A General Law Municipality located in Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to enabling legislation of the State of Texas;

**WHEREAS**, the Town Council has been presented a proposal for body worn and in car camera equipment and related services described in the quote attached as Exhibit A and the Service Agreement attached as Exhibit B (the “Agreements”) which are incorporated herein by reference; and

**WHEREAS**, upon full review and consideration of the Agreements, and all matters attendant and related thereto, the Town Council is of the opinion that the terms and conditions thereof should be approved, and that the Mayor, shall be authorized to execute it on behalf of the Town of Hickory Creek.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Hickory Creek, Texas:

Section 1: That the Mayor of the Town of Hickory Creek, Texas, is hereby authorized to execute on behalf of the Town of Hickory Creek, Texas, the Agreements attached hereto as Exhibit A and Exhibit B.

Section 2: This Resolution shall take effect immediately upon its passage.

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas this 16<sup>th</sup> day of September, 2019.

\_\_\_\_\_  
Lynn C. Clark, Mayor

ATTEST:

\_\_\_\_\_  
Kristi Rogers, Town Secretary

APPROVED AS TO FORM:

---

Dorwin L. Sargent, III, Town Attorney

**Item Attachment Documents:**

22. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an application for financing for Body Worn and In Car Cameras and related services with LCA, Inc.

**TOWN OF HICKORY CREEK, TEXAS**  
**RESOLUTION NO. 2019-0916-\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS TO EXECUTE AN APPLICATION FOR FINANCING FOR BODY WORN AND IN CAR CAMERAS AND RELATED SERVICES WITH LCA, INC.; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Hickory Creek (the “Town”), Texas is a Type A General Law Municipality located in Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to enabling legislation of the State of Texas;

**WHEREAS**, the Town Council has been presented a proposal for financing for body worn and in car camera equipment and related services under the terms proposed in the application attached as Exhibit A (the “Application”) which is incorporated herein by reference; and

**WHEREAS**, upon full review and consideration of the Application, and all matters attendant and related thereto, the Town Council is of the opinion that the terms and conditions thereof should be approved, and that the Mayor, shall be authorized to execute it on behalf of the Town of Hickory Creek.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Hickory Creek, Texas:

Section 1: That the Mayor of the Town of Hickory Creek, Texas, is hereby authorized to execute on behalf of the Town of Hickory Creek, Texas, the Application attached hereto as Exhibit A.

Section 2: This Resolution shall take effect immediately upon its passage.

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas this 16<sup>th</sup> day of September, 2019.

\_\_\_\_\_  
Lynn C. Clark, Mayor

ATTEST:

\_\_\_\_\_  
Kristi Rogers, Town Secretary



APPROVED AS TO FORM:

---

Dorwin L. Sargent, III, Town Attorney